

March 15, 2017

St. Clairsville, Ohio

March 15, 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 Bonnie Zuzak, Assistant 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 \$720,137.67**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**M60 CARE & CUSTODY-JUVENILE DETENTION FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0400-M060-M63.005 Medicare Truancy	E-0400-M060-M64.008 Insurances Truancy	\$50.00

**N59 CAPITAL PROJECTS FUND:**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9059-N059-N09.011 Contract-Services	E-9059-N059-N03.013 SSOBC Comm. Bldg.	\$86,356.80

**S30 OAKVIEW JUVENILE REHABILITATION FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$17,377.96
E-8010-S030-S72.000 Capital Repairs	E-8010-S030-S40.000 Grant Holding	\$9,745.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**GENERAL FUND AND THE B00 DOG & KENNEL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1600-B000-B11.574 Transfers In	\$ 4,690.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE**  
**N59 CAPITAL PROJECTS FUND/CLOSED CARRY-OVER PO**

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 15, 2017:

***CARRYOVER PO THAT HAS BEEN CLOSED AND REQUIRE REAPPROPRIATION***

**N59 Capital Projects – Senior Centers Fund**

E-9059-N059-N03.013	SSOBC Community Bldg.	\$981,494.56
E-9059-N059-N09.011	Contract-Services	\$116,356.80

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 3, 2017\*\***

**N59 CAPITAL PROJECTS-SENIOR CENTERS FUND**

E-9059-N059-N08.000	Other Expenses	\$160,000.00
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**\*\*MARCH 15, 2017\*\***

**GENERAL FUND/AUDITOR**

E-0011-A001-B11.000	Other Expenses	\$1,624.88
E-0170-A006-G05.011	Contract Services	\$226.20
E-0257-A017-A00.000	Contingencies	\$50,000.00

**B00 DOG & KENNEL FUND**

E-1611-B000-B01.002	Auditor's Clerk Hire & Supply	\$4,690.50
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**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L01.002	Salaries	\$5,797.00
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**S12 PORT AUTHORITY FUND**

E-9799-S012-S07.000	Professional Services	\$813,122.70
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**OAKVIEW JUVENILE/VARIOUS FUNDS**

E-8010-S030-S72.000	Capital Repairs	\$11,480.00
E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$970.38

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes

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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. **B00 DOG & KENNEL FUND/GENERAL FUND TRANSFER-\$4,690.50** transferred from the General Fund into R-1611-B000-B01.002 on 03/15/17.

**REIMBURSEMENT FROM LAND BANK-\$50,000.00** deposited into R-0050-A000-A45.500 on 03/17/17.

*Reimbursement for monies advanced from General Fund on June 7, 2016.*

**2016 CARRY-OVER POS-**

**N59 FUND**

PO# 521475	E-9059-N059-N03.013	SSOBC Community Building	\$981,494.56
PO #521474	E-9059-N059-N09.011	Contract-Services	\$116,356.80

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 March 15, 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:

**DJFS**-Michael Schlanz to Columbus, OH, on March 20, 2017, to attend the CCMEP Workforce meeting. A county vehicle will be used for travel. Estimated expenses: \$12.00. Lisa Fijalkowski, Annette Witchey and Joyce Bosold to Newark, OH, on March 31, 2017, to attend the OCOWF Annual Training Conference. A county vehicle will be used for travel. Estimated expenses: \$36.00. John Regis to Columbus, OH, on April 7, 2017, to attend RMS training. A county vehicle will be used for travel. Estimated expenses: \$12.00.

**SENIORS**-Tish Kinney to Amish Country on April 13, 2017, for a senior cultural outing. Sue Hines to Zanesville, OH, on April 25, 2017, to the Zanesville Mall and Hobby Lobby for a senior outing for nutrition, shopping and social interaction. Ron Strader (covering in Sue Neavin's absence) to Wheeling, WV, on April 27, 2017, to Abbey's Restaurant for a senior outing 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

Mr. Thomas made the following announcement:

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

Mr. Thomas noted this is due to the death of a board member and the number of board members being increased from seven to nine.

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENTS WITH GULFPORT ENERGY CORP.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into **Roadway Use Maintenance Agreements** with Gulfport Energy Corporation, effective March 15, 2017, for drilling activity at the following:

- 2.9 miles of CR 214 (Bellaire-High Ridge Road) and 0.12 miles of CR 30 (Dixon Hill Road) from the Shimble Pad.
- 1.7 miles of CR 5 (Clover Ridge) from various pads.

*Note: No bond required. Gulfport will be paving and/or maintaining the roads.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING 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 Gulfport Energy Corporation, whose address is 14313 North May Avenue, Suite 100, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Shimble pad including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Shimble pad (hereafter collectively referred to as "oil and gas development site") located in Pultney Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 2.9 miles of CR 214, Bellaire-High Ridge Road and 0.12 mile of CR 30, Dixon Hill Road for the purpose of ingress to and egress from the Shimble pad for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Shimble pad (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

March 15, 2017

1. The portion of CR 214, Bellaire-High Ridge Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with I-70 and going east for 2.9 miles to the intersection with I-470. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 214 for any of its Drilling Activities hereunder.
2. The portion of CR 30, Dixon Hill Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR 214 and going south for 0.12 mile to the intersection with TR 317, McGreggor Hill Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 30 for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of     N/A     & 00/100 DOLLARS (\$     N/A    .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:
  - a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
  - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on March 15, 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: 03/15/17

Approved as to Form:  
*David k. Liberati* /s/ *assist*

County Prosecutor

**Operator**

By: *Doug Schrantz* /s/

Printed name: Doug Schrantz

Company Name: Gulfport Energy Corporation

Title: Director of Infrastructure

Dated: 3/8/17

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR DRILLING 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 Gulfport Energy Corporation, whose address is 3001 Quail Springs Parkway, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Various pads including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Various pads (hereafter collectively referred to as "oil and gas development site") located in Washington Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 1.7 miles of CR 5, Clover Ridge for the purpose of ingress to and egress from the Various pads for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Various pad (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 5, Clover Ridge, to be utilized by Operator hereunder, is that exclusive portion beginning at the Monroe/Belmont county line and going north for 1.7 miles to the pad entrance. ~~It is understood and agreed that the Operator shall not utilize any of the remainder of CR \_\_\_\_\_ for any of its Drilling Activities hereunder.~~

2. ~~The portion of CR/TR (\_\_\_\_\_), to be utilized by Operator hereunder, is that exclusive portion beginning at \_\_\_\_\_ wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR \_\_\_\_\_ for any of its Drilling Activities hereunder.~~

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \_\_\_\_\_ N/A \_\_\_\_\_ & 00/100 DOLLARS (\$ \_\_\_\_\_ N/A \_\_\_\_\_.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.

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12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on March 15, 2017.  
Executed in duplicate on the dates set forth below.

<u>Authority</u>	<u>Operator</u>
By: <u>Mark A. Thomas /s/</u> Commissioner	By: <u>Doug Schrantz /s/</u>
By: <u>J. P. Dutton /s/</u> Commissioner	Printed name: Doug Schrantz
By: <u>Josh Meyer /s/</u> Commissioner	Company Name: Gulfport Energy Corporation
By: <u>Terry Lively /s/</u> Terry Lively, County Engineer	Title: Director of Infrastructure
Dated: 3/15/17	Dated: 3/8/17
Approved as to Form: <u>David K. Liberati /s/ assist</u> County Prosecutor	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE LEASE AGREEMENTS FOR USE OF THE COMMON AREA AT THE OHIO VALLEY MALL/SENIOR SERVICES**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the License Agreements as needed for use of the common area at the Ohio Valley Mall for the monthly Mall Education Days offered by Senior Services of Belmont County for the months of April, June, August and September 2017.

**LICENSE AGREEMENT**

**Exhibitor's Agreement**

This License Agreement is made and entered into Wednesday, March 15, 2017, by and between Ohio Valley Mall Company, an Ohio Limited Partnership, duly organized and existing under the laws of the state of Ohio and having an office at 2445 Belmont Avenue, P.O. Box 2186, Youngstown, Ohio 445040186 ("Licensor") and Senior Services of Belmont County having offices at 45240 National Road, St. Clairsville, Ohio 43950 ("Licensee").

1. Licensor hereby licenses to Licensee certain space ("Licensed Area"), located at a shopping center known as Ohio Valley Mall, county of Belmont, state of Ohio ("Shopping Center"). Landlord shall designate the Licensed Area prior to the commencement of this Agreement.

2. Licensee accepts the Licensed Area in "As Is" condition and shall construct and place, at its own expense, all temporary improvements it deems appropriate or required by this License Agreement or any applicable building code. The plans and specifications for the temporary improvements are subject to the prior written approval of Licensor. Licensee shall not deviate from the approved plans and specifications in the temporary improvements of the Licensed Area, and Licensee shall not thereafter modify the temporary improvements without the prior written consent of Licensor. Actual placement and installation of the temporary improvements are subject to final approval by the Licensor.

3. The term of this License Agreement commences on (**April 5, 2017**, and expires on **April 5, 2017**), (**June 6, 2017** and expires on **June 6, 2017**), (**August 1, 2017** and expires on **August 1, 2017**) and (**September 5, 2017** and expires on **September 5, 2017**), unless terminated earlier as herein set forth.

4. Licensor grants to Licensee the right to use the Licensed Area for the specific purpose of participating in Senior Education Day trade show. Licensee's participation is titled, categorized, or described as follows: Educational Program and shopping

5. The charge for the Licensed Area use shall be N/A and is to be paid upon the signing of this Agreement.

6. Licensee will also pay in advance any and all taxes and fees, including but not limited to, license and permit fees which may be assessed against either Licensor or Licensee because of Licensee's use or occupancy of the Licensed Area, or because of the fee paid by Licensee to Licensor. Licensee further represents and warrants that its exhibits and displays shall be free from any and all claims of trademark or copyright infringement by third parties, and that Licensee has been duly licensed by the owners or proprietors of any such trademark and copyright claims including, but not limited to, the American Society of Composers, Authors and Publishers ("ASCAP"), and that Licensee had no knowledge or notice of any trademark or copyright claims by any third parties to any such material. The indemnity provisions of Paragraph 12 shall apply to claims made against Licensor by third parties claiming trademark or copyright infringement by Licensor or Licensee.

7. All payments required under this License Agreement are to be delivered to Licensor at the address designated in the opening paragraph of this License Agreement, or to such other address as Licensor may designate by written notice, on or before the due date, in the form of (i) money order, (ii) cashiers' check, (iii) travelers' check, or (iv) other certified check. Licensor will accept no other form of payment. The form of payment should be drawn in the proper name of Licensor as listed in the opening paragraph of this License Agreement. Such payments are deemed to be delivered when they are actually received by Licensor.

8. Licensor shall have access to the Licensed Area at all reasonable times for the purpose of examining it or to make any alterations or repairs to the Licensed Area that Licensor may deem in its absolute discretion as necessary for safety or for the preservation of the Licensed Area.

9. Licensee acknowledges that there are and will be rules and regulations governing activities in the Shopping Center and recognizes and agrees by signing this License Agreement that its rights are expressly conditioned upon Licensee's accepting and observing the rules and regulations, as they may be amended and supplemented, including, but not limited to, the following:

A. Licensee may only set up exhibits and displays at times designated by Licensor. All exhibits and displays must be brought into the Shopping Center through the promotional doors and service bays. Licensee may not dismantle exhibits or displays before the Shopping Center closes. After the Shopping Center closing time on the last day of the event, Licensee will remove all exhibits and displays, and any items remaining will be removed at Licensee's expense.

B. All signs and display materials must be professionally produced. Magic marker signs or other handwritten signs are not permitted. Licensor may remove any signs or displays which do not comply with the requirements of this paragraph, or which Licensor determines to be offensive and inappropriate in the circumstances.

C. Licensee may not attach signs or displays to planters, trash receptacles, sign holders, storefronts, neutral piers, or any other fixtures. Licensor will provide the appropriate type of tape with which Licensee will secure electrical cords, wires, and rubber cord runners. Licensee may not use duct tape or masking tape. If displaying or selling any objects or materials



containing liquid substances, Licensee will protect the Shopping Center floor with visqueen material. If displays or exhibits have rubber tires, Licensee will place protective carpet tiles under each tire.

D. Licensee may only distribute brochures, pamphlets, samples, and other materials from within the Licensed Area. Wandering solicitation is not permitted, nor are sensational promotions permitted. Licensee's distribution of souvenirs, novelties, or other merchandise must be related to Licensee's industry or its organization's primary function.

E. Licensee must obtain from Licensor prior approval of any raffles, drawings, contests, or other special plans for Licensee's use of the Licensed Area. Licensee may use audio or video equipment on the condition that the volume levels are audible only at the Licensee's particular Licensed Area. Licensee may not use flashing lights, sirens, bullhorns, helium tanks or helium balloons.

F. Licensor may provide electricity to Licensee on a limited basis after Licensee has provided to Licensor a written request that outlines Licensee's electricity needs. If Licensee requests interior lighting in addition to that already supplied to the Licensed Area during the normal operating hours of the Shopping Center, Licensor will supply such at a rate of thirty-five dollars (\$35.00) per hour, plus 15% overhead and 10% profit. Licensee will provide and safely install and maintain its own extension cords.

G. Licensee will comply with all safety, fire, building, and health laws, regulations, and ordinances relating to Licensee's displays, signs, and installation and operation of equipment.

H. Licensee is responsible for insuring that its operations and affairs are conducted in a peaceful and civil manner, and in a manner which will not offend or disturb Shopping Center tenants, Shopping Center customers, or other Licensees. Licensee will take appropriate measures to eject from the Shopping Center those persons, within the Licensee's zone of operations, who are unable to comport with the standards of common decency and civilized behavior. If Licensee fails to take the appropriate measures in this regard, Licensor reserves the right to eject from the Shopping Center those persons, within the zone of Licensee's operations, whom Licensor has determined to have conducted themselves in a manner which is unacceptable in the circumstances.

I. Licensor may relocate or rearrange the Licensed Area at any time to assure that the appearance of the Shopping Center takes precedent over the appearance of any particular Licensed Area, or to assure that a better flow of Shopping Center traffic will result from any such relocation or rearrangement, or for any other reason within Licensor's reasonable discretion.

J. Licensee shall handle and dispose of all trash, rubbish, refuse, garbage, and waste, in accordance with regulations established by Licensor, use and pay for the services of the designated trash hauler for the Shopping Center, and not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials, in, on or about, any part of the Shopping Center.

10. The Licensed Area and all personal property thereon are to be serviced, maintained, restored, and repaired by Licensee, at its own expense, and kept in a condition acceptable to Licensor. Licensor is not responsible for any loss which results from theft, vandalism or other damage to or from the Licensed Area or any personal property located therein. Licensee, at its own expense, will clean the Licensed Area as often as circumstances may require and will maintain the Licensed Area and the area around it in a safe, neat, healthful, and clean condition.

11. Upon the date of mutual execution of this License Agreement, Licensee, solely at its own cost and expense, shall obtain and thereafter continuously keep in force during the entire License Agreement All Risk Property Damage insurance in the amount of \$500,000 to cover the cost of replacement of the Licensed Area and all improvements, fixtures, equipment, decorations, contents and personal property in the Licensed Area, without incurring the effects of coinsurance, and comprehensive general liability insurance covering Licensee's occupation of the Licensed Area and appurtenances on an occurrence basis with minimum limits of liability in the amounts of \$1,000,000 per person for bodily injury, personal injury or death arising out of or from (i) an accident occurring in, on or about the Licensed Area; (ii) the sale of any good or services by Licensee or its agents; (iii) the consumption or existence on the Shopping Center premises of any product sold by Licensee or its agent; and (iv) any act or omission of Licensee, its employees, servants, agents or any consumer transported and on a SSOBC recreational outing. Such insurance shall name Licensor as an additional insured and shall provide for a waiver of any right of recovery by way of subrogation against the Licensor in the event of any loss. Licensee shall deliver to Licensor, at least ten (10) days prior to the time such insurance is first required to be carried and time again during the term of this License Agreement, whenever such insurance must be renewed or otherwise expires prior to the expiration of this License Agreement, either a duplicate original or certificate and true copy of the policy or policies procured by Licensee in compliance with this obligation, together with evidence of payment therefore, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days' prior written notice to Licensor.

12. In addition to securing insurance as provided for in this License Agreement, Licensee shall be responsible to Licensor for injuries and liabilities in connection with any injury to or death of any person or damage to or destruction of any property for which insurance coverage is required, or arising directly or indirectly from any negligent acts or omissions by the Licensee, its servants, employees, agents or contractors. Licensor shall have the right, but not the duty to cooperate with Licensee's counsel to conduct the defense of Licensee, and to otherwise participate through legal counsel at its own expense in any trial, appeal, or settlement negotiations and agreements. Licensee shall give Licensor timely, adequate, and fair notice of any such claims, demands, or suits at law or in equity, as soon as Licensee obtains notice or knowledge thereof and shall give Licensor like notice of each and every further development.

13. Upon the expiration or other termination of this License Agreement, Licensee will deliver and surrender to Licensor possession of the Licensed Area in a condition as good as, if not better, than it was at the commencement of the term of this License Agreement, ordinary wear and tear excepted.

14. This License Agreement is governed by and construed under the laws of the state of Ohio. Licensee agrees that any claim, cause of action, or lawsuit, shall be brought in Mahoning County Common Pleas Court, Mahoning County, Ohio.

15. Licensor shall have the arbitrary right to terminate this License Agreement. In the event of such arbitrary termination, there will be a prorating of charges advanced, and Licensor shall return to Licensee any charges pre-paid to Licensor by Licensee for the time period canceled by Licensor.

16. This License Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against, the heirs, representatives, successors, and assigns of the parties hereto; provided, however, Licensee shall not be permitted to assign the License Agreement or sublet any part of the Licensed Area without the prior written consent of Licensor, which may be withheld in the sole discretion of Licensor.

17. Licensee acknowledges and agrees that this License Agreement and the rights herein granted to Licensee shall be subordinate to the rights granted to others by Licensor or obligations imposed upon Licensee pursuant to any written lease, mortgage, deed or other operating agreement, whether recorded or not.

18. Licensor and Licensee acknowledge and understand that there have been prior negotiations and discussions between them regarding the terms of the License Agreement, but that all prior negotiations and discussions are superseded by this License Agreement. This License Agreement shall have effect only when signed by Licensor and Licensee and shall not be modified or amended except in a written document signed by Licensor and Licensee.

Signed in the presence of:

\_\_\_\_\_

Bonnie Zuzak /s/

LICENSOR:

By: \_\_\_\_\_

Its: \_\_\_\_\_

LICENSEE

By: Mark A. Thomas /s/

Its: President

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Dutton Yes



March 15, 2017

**4. New SCADA system for 2 pump stations and 2 tanks**

**5. New meter-reading system**

If the project's scope changes, from what is initially provided, at any time throughout the preparation of the environmental report, the Belmont County Sanitary Sewer District and WSOS Community Action Commission Inc. will need to renegotiate the terms of the contract.

The Belmont County Sanitary Sewer District will need to provide WSOS Community Action Commission Inc. with a project description that includes project components for each utility with a brief description of the work and need, estimated materials; cost estimate, and an outline of the project measures on USGS maps. WSOS Community Action Commission Inc. will not be responsible for additional studies (i.e. wetland delineation, archaeological phase I study, etc.) that may be required.

**Compensation:** The Belmont County Sanitary Sewer District will be billed for services above not to exceed Eight Thousand Dollars (\$8,000.00) for the project scope. WSOS Community Action Commission Inc. will bill based upon completion of the following two deliverables:

<u>Deliverable 1:</u> Data Collection, Mapping, and Coordination with State and Federal Agencies (*45 days from receipt of project description, cost estimate, and an outline of the project measures on USGS maps from engineer)	<b>\$5,000</b>
<u>Deliverable 2:</u> Final Environmental Report (Submitted to RD) **120 days from completion of Deliverable #1 and the Public Notice Preparation (if needed) is 15 days from WSOS's receipt of instructions from USDA/Rural Development).	<b>\$3,000</b>
<b>Total:</b>	<b>\$8,000</b>

\* the estimated target time does not allow for any additional studies (i.e., archaeological phase I, wetland delineation, etc.) that may be required by state/federal agencies

\*\* the estimated target time assumes that Rural Development will complete its review of the draft within 60 days

An invoice will be sent to the Belmont County Sanitary Sewer District upon the completion of each deliverable noted above. Payment is expected within thirty days of invoice date.

**Termination:** Failure, for any reason, of WSOS Community Action Commission Inc. or the Belmont County Sanitary Sewer District to fulfill in a timely and proper manner its obligations under this contract can result in termination of this contract. The time for completion can be extended for a reasonable time if completion is delayed due to unforeseeable causes beyond control and without the fault or negligence of either party.

Please provide a contact (below) that WSOS can correspond with regarding details of the project and environmental report.

If you accept the terms of this contract, please return all original signed copies to WSOS, Attn: Kristin Woodall; we will then return an executed copy for your file.

We look forward to working with you.

Sincerely,

Debra Martin

Director, Community Development

ACCEPTED: Mark A. Thomas /s/

DATE: 03/15/17

J. P. Dutton /s/

Josh Meyer /s/

Belmont County Commissioners

Contact: Kelly Porter

740-695-3144

Name

Phone #

Approved as to form:

David K. Liberati /s/ assist P. A.

Belmont County

Prosecutor

This letter, if accepted by the Belmont County Sanitary Sewer District will serve as a contract between WSOS Community Action Commission Inc. and the Belmont County Sanitary Sewer District for professional services rendered by WSOS Community Action Commission Inc.

**Scope of Services:** Complete a Rural Development Environmental Report for **Belmont County's Wastewater Upgrade Project** that includes the following: 1) Data Collection and Mapping Coordination with State and Federal Agencies, 2) Final Environmental Report (includes public notice preparation if needed and revisions to the narrative as requested by Rural Development's State Environmental Coordinator, but does not include revisions based upon alternatives not evaluated as part of the original environmental report).

The project's scope involves: **Sewer plant upgrade – upgrading capacity at the existing plant property and new force main that will run alongside existing force main, and replacement of Summer Hill and Ohio Valley Mall lift stations**

If the project's scope changes, from what is initially provided, at any time throughout the preparation of the environmental report, the Belmont County Sanitary Sewer District and WSOS Community Action Commission Inc. will need to renegotiate the terms of the contract.

The Belmont County Sanitary Sewer District will need to provide WSOS Community Action Commission Inc. with a project description that includes project components for each utility with a brief description of the work and need, estimated materials; cost estimate, and an outline of the project measures on USGS maps. WSOS Community Action Commission Inc. will not be responsible for additional studies (i.e. wetland delineation, archaeological phase I study, etc.) that may be required.

**Compensation:** The Belmont County Sanitary Sewer District will be billed for services above not to exceed Eight Thousand Dollars (\$8,000.00) for the project scope. WSOS Community Action Commission Inc. will bill based upon completion of the following two deliverables:

<u>Deliverable 1:</u> Data Collection, Mapping, and Coordination with State and Federal Agencies (*45 days from receipt of project description, cost estimate, and an outline of the project measures on USGS maps from engineer)	<b>\$5,000</b>
<u>Deliverable 2:</u> Final Environmental Report (Submitted to RD) **120 days from completion of Deliverable #1 and the Public Notice Preparation (if needed) is 15 days from WSOS's receipt of instructions from USDA/Rural Development).	<b>\$3,000</b>
<b>Total:</b>	<b>\$8,000</b>

\* the estimated target time does not allow for any additional studies (i.e., archaeological phase I, wetland delineation, etc.) that may be required by state/federal agencies

\*\* the estimated target time assumes that Rural Development will complete its review of the draft within 60 days

An invoice will be sent to the Belmont County Sanitary Sewer District upon the completion of each deliverable noted above. Payment is expected within thirty days of invoice date.

**Termination:** Failure, for any reason, of WSOS Community Action Commission Inc. or the Belmont County Sanitary Sewer District to fulfill in a timely and proper manner its obligations under this contract can result in termination of this contract. The time for completion can be extended for a reasonable time if completion is delayed due to unforeseeable causes beyond control and without the fault or negligence of either party.

Please provide a contact (below) that WSOS can correspond with regarding details of the project and environmental report.

If you accept the terms of this contract, please return all original signed copies to WSOS, Attn: Kristin Woodall; we will then return an executed copy for your file.

We look forward to working with you.

Sincerely,

Debra Martin



March 15, 2017

Director, Community Development  
ACCEPTED: Mark A. Thomas /s/  
J. P. Dutton /s/  
Josh Meyer /s/  
Belmont County Commissioners

DATE: 03/15/17

Contact: Kelly Porter  
Name

740-695-3144  
Phone #

Approved as to form:  
David K. Liberati /s/ assist P. A.  
Belmont County  
Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER AUTHORIZING THE SIGNING  
OF THE 2017 EMPG BUDGET CERTIFICATION TO  
THE OHIO EMA ON BEHALF OF BELMONT CO. EMA**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the 2017 Emergency Management Performance Grant (EMPG) Budget Certification to the Ohio EMA, in the amount of \$146,350.00 on behalf of the Belmont County Emergency Management Agency.

**2017  
EMERGENCY MANAGEMENT PERFORMANCE GRANT  
(EMPG)  
BUDGET CERTIFICATION  
Belmont County**

The following total certified amount is provided to certify the fiscal year budget for our County Emergency Management Agencies:

**Total Certified Amount: \$ 146,350.00**

**\* \$2,000.00 of this total is not eligible for reimbursement under the Emergency Management Planning Grant. (see attached 2017 Appropriations list)**

This amount is according to County Budget figures located on Page #13 of Commissioners Journal Volume #99 dated **January 11, 2017**.

To the best of my knowledge and belief, all data on this application is true and correct. The applicant will comply with assurances provided in the initial application guidance.

Mark A. Thomas /s/

Mark A. Thomas, President  
Belmont County Board of Commissioners

Date: 3-15-17

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION  
TO INCREASE THE MEMBERSHIP OF THE BELMONT COUNTY  
PORT AUTHORITY BOARD OF DIRECTORS**

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

**WHEREAS**, by Resolution dated February 12, 1975, the Belmont County Board of Commissioners authorized the creation of a Port Authority within the Territorial Boundaries of Belmont County, Ohio, pursuant to Chapter 4582, inclusive, of the Ohio Revised Code; and  
**WHEREAS, pursuant to ORC 4582.03, "members of a board of directors of a port authority created by the exclusive action of a county shall consist of such members as it considers necessary and shall be appointed by the county commissioners of the county; and**  
**WHEREAS, the Belmont County Board of Commissioners desires that the Port Authority Board of Directors be increased from seven (7) members to nine (9) members.**

**NOW THEREFORE BE IT RESOLVED**, by the Board of Belmont County Commissioners that the "**BELMONT COUNTY PORT AUTHORITY**" shall be governed by a Board of Directors consisting of nine (9) members appointed by the Board of Commissioners of Belmont County, Ohio.

Adopted this 15<sup>th</sup> day of March, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE NOTICE  
OF RETIREMENT FROM KAREN CLARK,  
EASTERN DIVISION COURT DEPUTY CLERK**

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the notice of retirement from Deputy Clerk Karen Clark, Eastern Division Court, effective April 28, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF  
CLYDE KUTCHER FOR FULL-TIME  
MAINTENANCE/HOUSEKEEPING POSITION**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the hiring of Clyde Kutcher for a full-time Maintenance/Housekeeping position with Belmont County Buildings and Grounds Department, effective date of hire March 20, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING RESIGNATION  
OF NICOLE CROSS, ANIMAL SHELTER**

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the resignation of Nicole Cross from the Belmont County Animal Shelter, effective date March 19, 2017.

Upon roll call the vote was as follows:

March 15, 2017

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

**IN THE MATTER OF APPROVING THE HIRING OF NICOLE CROSS FOR FULL-TIME HOUSEKEEPING/MAINTENANCE POSITION**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the hire of Nicole Cross for a full-time Housekeeping/Maintenance position with Belmont County Buildings and Grounds Department, effective date of hire March 20, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF JUSTIN CROSS FOR FULL-TIME HOUSEKEEPING/MAINTENANCE POSITION**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hire of Justin Cross for a full-time Housekeeping/Maintenance position with Belmont County Buildings and Grounds Department, effective date of hire March 27, 2017.

Upon roll call the vote was as follows:

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

**Note: The above motion was amended on March 22, 2017 to change start date to March 28, 2017.**

**IN THE MATTER OF ACCEPTING RESIGNATION OF JUSTIN MOWERY, SANITARY SEWER EQUIPMENT OPERATOR II**

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the resignation from Justin Mowery, Sanitary Sewer Equipment Operator II, effective March 24, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE NUMBER 198 FROM PROGRESSIVE COMMUNICATIONS/COMMISSIONERS' 2016 EQUINOX**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve Estimate Number 198 from Progressive Communications in the amount of \$644.00 for all labor and equipment necessary to install a Setina rear cargo partition in the Commissioners' 2016 Chevrolet Equinox for use by the County Auditor's Weights & Measures Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM LOGOTEK SIGNS/BUILDING AND GROUNDS DEPT.**

Motion made Mr. Thomas, seconded by Mr. Dutton to approve the quote dated March 8, 2017, from LogoTek Signs in the amount of \$240.00 for the construction and installation of a new sign for the County Commissioners' Building & Grounds Department - Newell Avenue garage.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM WHITESIDES OF ST. CLAIRSVILLE, INC./CORONER'S GMC PICK-UP TRUCK**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the quote dated February 16, 2017, from Whiteside of St. Clairsville, Inc., in the amount of \$3,400.00 for the purchase and installation of an A.R.E. walk-in cap for the County Coroner's GMC pick-up truck.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM WHITESIDES OF ST. CLAIRSVILLE, INC./SHERIFF'S OFFICE**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the quote dated March 14, 2017, from Whiteside of St. Clairsville, Inc., in the amount of \$28,910.00 for the purchase of one (1) GMC Savana 15 Passenger Van for the Belmont County Sheriff's Office, based upon the recommendation of Sheriff David Lucas. *(This purchase will be made from the Sheriff's Commissary Fund.)*

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 8, 2017.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-David White, a resident of County Road 44 (Winding Hill Road) voiced his concerns about the poor condition of Winding Hill Road. He said it is the fourth oldest road in Belmont County and it has been twenty-three years since the county has paved the

March 15, 2017

road. Mr. White said a little over one mile of the road was paved recently by an oil and gas company and he is asking for the remainder of the road to be paved by the county. Mr. Thomas said the Board has met with the County Engineer to discuss future funding and also talked to Congressman Johnson and explained the issues with infrastructure in Ohio, especially in Belmont County. The Board has asked the County Engineer to put together a five (5) year master plan. The Engineer's funding sources are dwindling. Mr. Thomas explained the roads are not under the jurisdiction of the commissioners. Mr. White said he had a discussion with the County Auditor about the possibility of a loan for paving. Mr. Thomas said the Auditor and the Engineer would have to come to the board with a proposal. He noted the Engineer would have to have a way to pay back the loan. The Board of Commissioners agreed road issues are a widespread problem in the county and they are looking at options for funding road paving of all county roads in the future, such as a possible levy on the November ballot.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:33 A.M.**

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

Upon roll call the vote was as follows:

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

Gary Armitage, Senior Services Director, joined executive session (via phone) at 9:46 a.m.

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 9:58 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 EXTENDING PROBATION OF  
RICHARD ST. JOHN, JAIL LPN/PARAMEDIC FOR 30 DAYS**

Motion made by Mr. Thomas, seconded by Mr. Dutton to extend the probation of Richard St. John, jail LPN/Paramedic, for 30 days ending April 13, 2017.

Upon roll call the vote was as follows:

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

**Note: The above motion was amended on March 22, 2017 to change the probation ending date to April 13, 2017.**

March 15, 2017

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 9:59 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adjourn the meeting at 9:59 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of March, 2017.

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

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

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

We, Mark A. Thomas and Bonnie Zuzak, President and Assistant 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

Bonnie Zuzak /s/\_\_\_\_\_ ASSISTANT CLERK