

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas and Josh Meyer, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner J. P. Dutton. Commissioner Thomas noted that Mr. Dutton was attending an energy conference.

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

IN THE TOTAL AMOUNT OF \$1,097,876.17

Upon roll call the vote was as follows:

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

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:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0257-A017-A00.000 Contingencies	E-0257-A015-A15.074 Transfers Out	\$5,000.00

K00 MVGT ENGINEER'S FUND

FROM	TO	AMOUNT
E-2813-K000-K26.000 Materials	E-2813-K000-K29.011 Cont. Service	\$11,300.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S58.000 Communications	E-8010-S030-S64.012 Equipment	\$8,678.90

Upon roll call the vote was as follows:

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

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 date of June 21, 2017:

GENERAL FUND/CLERK OF COURTS

E-0021-A002-E03.000	Legal Supplies	\$6,000.00
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B00 DOG & KENNEL FUND

E-1600-B000-B02.002	Salaries-Employees	\$15,000.00
E-1600-B000-B08.003	PERS	\$2,200.00
E-1600-B000-B10.005	Medicare	\$300.00

E10 9-1-1 FUND

E-2200-E010-E07.000	Other Expenses	\$1,902.00
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E11 9-1-1 WIRELESS FUND

E-2300-E011-E01.011	Contract Services	\$10,611.88
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H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H20.000	WIOA AREA 26 EXP/ADM	\$95,218.45
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L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$1,833.33
E-1810-L001-L14.000	Other Expenses	\$100.00

L05 WATERSHED COORDINATOR GRANT FUND/BSWCD

E-1815-L005-L01.002	Salaries	\$21,333.00
E-1815-L005-L11.003	PERS	\$5,500.00
E-1815-L005-L12.004	Workers Comp	\$1,000.00
E-1815-L005-L13.005	Medicare	\$500.00
E-1815-L005-L15.006	Hospitalization	\$7,000.00

M60 CARE & CUSTODY FUND-JUVENILE COURT

E-0400-M060-M25.002	Salaries C-CAP	\$35,000.00
E-0400-M060-M26.003	PERS C-CAP	\$8,000.00
E-0400-M060-M27.005	Medicare C-CAP	\$1,000.00
E-0400-M060-M60.002	Salaries Truancy	\$10,299.49

O12 NEFFS BOND RETIREMENT FUND/BCSSD

E-9312-O012-O01.050	Principal Loan Payments	\$8,153.80
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OAKVIEW JUVENILE-VARIOUS FUNDS

E-8010-S030-S40.000	Grant Holding Account	\$16,284.23
E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$7.50

SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$783.72
E-0131-A006-A23.000	Background	\$268.00
E-0131-A006-A24.000	E-SORN	\$337.00
E-0131-A006-A32.000	Warrant Fee	\$1,900.00
E-0131-A006-A34.000	Litter Control	\$40.00
E-1652-B016-B02.000	Education Expenses	\$440.00
E-5100-S000-S01.010	Supplies	\$9,608.33
E-5101-S001-S06.000	CCW License	\$1,279.00
E-5101-S001-S07.012	CCW Equipment	\$1,345.00
E-9710-U010-U06.000	Other Expenses	\$11,655.57

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes

June 21, 2017

Mr. Dutton Absent

IN THE MATTER OF REDUCTION IN APPROPRIATIONS FOR THE H05 WORKFORCE DEVELOPMENT FUND /BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following reduction in appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 21, 2017:

E-2600-H005-H05.000 Administration - \$95,218.45

Upon roll call the vote was as follows:

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

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-\$17,500.00** transferred from the General Fund into R-1600-B000-B11.574 on 06/14/17.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to execute payment of Then and Now Certification dated June 21, 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. Meyer	Yes
Mr. Dutton	Absent

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITORS- Doug DeVault to Reynoldsburg, OH, on June 23, 2017, to have the three new weights state tested for the Weights and Measures Division. A county vehicle will be used for travel. Estimated expenses: \$100.00. Doug DeVault to Carrollton, OH, on June 27 & 28, 2017, for a regional training class on LPG Meters with the Weights and Measures Division. A county vehicle will be used for travel. Estimated expenses: \$100.00.

BOARD OF ELECTIONS-Eight full-time employees and Board Members Cynthia Fregiato, Bob Quirk and Michael J. Shaheen to Columbus, OH, on June 21, 2017, to attend the Ohio Secretary of States Summer Conference.

DJFS-Michael Schlantz to Cadiz, OH, on June 23, 2017, to attend the Workforce Dev. Board and COG meeting. A county vehicle will be used for travel. Estimated expenses: \$12.00.

HUMAN RESOURCES DEPT.-Katie Bayness to Columbus, OH, on June 26, 2017, to attend the State Personnel Board of Review Hearing. The hearing may continue through June 28, 2017. A county vehicle will be used for travel.

SENIORS-Kay Driscoll to Sugar Creek, OH, on July 6, 2017, for a senior outing to Amish Country. Kelly Fetzer to Moundsville, WV, on July 24, 2017, for a senior outing to the History Mystery Tour of the Moundsville Penitentiary. Daisy Braun to Triadelphia & Valley Grove, WV, on July 25, 2017, for a senior outing to the T.A. Truck Stop Restaurant & Cherokee Trading Post. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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 June 7, and June 14, 2017.

Upon roll call the vote was as follows:

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

Commissioner Thomas made the following announcement:

The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County Public Defender Commission. Applications will be accepted through June 30, 2017. Interested parties may stop in or contact the Commissioners' office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

Interested parties may also submit an application at any time for consideration as various other board openings become available.

IN THE MATTER OF RESCHEDULING COMMISSIONERS' MEETING DAY

Motion made by Mr. Thomas, seconded by Mr. Meyer to move the Board's regular meeting from Wednesday, July 5 to Thursday, July 6 at 9:00 a.m. and to notify the media of the same.

Upon roll call the vote was as follows:

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

Commissioner Thomas noted this was due to the 4th of July holiday.

IN THE MATTER OF ADOPTING A RESOLUTION AMENDING

THE WATER AND SEWER SERVICE RATES FEES

WHEREAS, the Belmont County Sanitary Sewer District has consolidated all previous Sewer Districts into a single Sewer District and all previous Water Districts into a single Water District; and

June 21, 2017

WHEREAS, the Belmont County Board of Commissioners authorized the establishment of rates and fees charged for water and sewer service in the Belmont County Sanitary Sewer District on June 7, 2017; and

NOW THEREFORE BE IT RESOLVED, that the user rates in existence prior to June 7, 2017 associated with providing water and sewer service for the Neffs and Deep Run areas will remain unchanged for 2017 and 2018.

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

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

Adopted this 21st day of June, 2017.

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of June 21, 2017, as recorded in volume 99 of the Belmont County Commissioners' Journal.

Jayne Long /s/

Jayne Long, Clerk

IN THE MATTER OF AUTHORIZING THE CLERK TO ESTABLISH DATE AND TIME AND GIVE NOTICE OF PUBLIC HEARING FOR BELMONT COUNTY BUDGET FOR FY2018

Motion made by Mr. Thomas, seconded by Mr. Meyer to authorize the Clerk of the Board to establish the date and time and give Notice of Public Hearing on the Belmont County Budget for fiscal year ending December 31, 2018, pursuant to O.R.C. 5705.28.
Note: The hearing will be held on Wednesday, July 12 at 10:00 a.m.

NOTICE OF PUBLIC HEARING

ON THE BELMONT COUNTY BUDGET

Notice is hereby given that on the 12th day of July, 2017 at 10:00 o'clock A.M., a public hearing will be held on the Budget prepared by the County Commissioners of Belmont County, Ohio for the next succeeding fiscal year ending December 31, 2018. Such hearing will be held at the office of the **Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.**

Jayne Long /s/

Jayne Long, Clerk

Belmont County Board of Commissioners

ADVERTISE TIMES LEADER, JUNE 25, 2017 (ONE SUNDAY)

Upon roll call the vote was as follows:

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

IN THE MATTER OF DEER HEAVEN 1 DRIVE (PRIVATE) RICHLAND TWP. SEC 33, T-7, R-4

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date June 21, 2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision **Hearing** in regards to Deer Heaven 1 Drive (Private), Richland Township Section 33, T-7, R-4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05

To: Cindy Henry, F.O., Richland Township Trustees, P.O. Box 16, St. Clairsville, OH 43950

You are hereby notified that the 6th day of July, 2017, **Thursday** at 9:30 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/

Clerk of the Board

cc: • Mail by certified return receipt requested
Richland Township Trustees
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) FOR LOCAL AREA 16 WORKFORCE DEVELOPMENT SYSTEM (SFY) 2017-2019

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the Memorandum of Understanding (MOU) for Local Area 16 Workforce Development System (SFY) 2018-2019, effective July 1, 2017 until June 30, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A RENEWAL

**OF VENDOR AGREEMENTS ON BEHALF OF BCDJFS
FOR PROVIDING GASOLINE TO TITLE XIX ELIGIBLE PERSONS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into a renewal of Vendor Agreements on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX eligible persons who have medical appointments outside the local area, effective July 1, 2017 through June 30, 2018 as follows:

<u>VENDOR</u>	<u>MAXIMUM BILLABLE AMOUNT</u>
• Marathon Gas dba D & D Fast Foods	\$10,000.00
• Hissom's Car Care	\$10,000.00
• Smith's Sunoco	\$12,000.00
• Zeake's Sunoco & Sunshop Exxon	\$10,000.00

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide gasoline is made and entered into this 21st day of June, 2017 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Marathon Gas dba D & D Fast Foods, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2017 through June 30, 2018 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom goods/ services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.
This agreement signed on the 21st day of June, 2017.

Signature Vince Gianangeli /s/
Dept. of Job and Family Services
Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, Ohio 43950
(740) 695-1074

Signature Glenn Dickerson /s/
Provider Signature

Date 6-5-17
Signature Mark A. Thomas /s/
Signature _____
Signature Josh Meyer /s/

Date 6-9-17
Date 6-21-17
Date _____
Date 6/21/17

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

Date 6-15-17

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide gasoline, etc. is made and entered into this 21st day of June, 2017 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissom's Car Care, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2017 through June 30, 2018 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973

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- and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
 - F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
 - G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
 - H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
 - I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
 - J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.

The maximum amount billable under this agreement is \$ 10,000.00.

The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services.

Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 21st day of June, 2017.

Signature Vince Gianangeli /s/

Signature David Hissom /s/

Dept. of Job and Family Services

Provider Signature

Belmont County Department of Job and Family Services

68145 Hammond Rd.

St. Clairsville, Ohio 43950

(740) 695-1075

Date 6-5-17

Date 6-8-17

Signature Mark A. Thomas /s/

Date 6-21-17

Signature _____

Date _____

Signature Josh Meyer /s/

Date 6/21/17

Belmont County Commissioners

Approved as to form David K. Liberati /s/ assist P.A.

Date 6-15-17

Prosecutor

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 21st day of June, 2017 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Smith's Sunoco, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2017, through June 30, 2018 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.

B. The maximum amount billable under this agreement is \$ 12,000.00.

C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

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F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on 21st day of June, 2017.

Signature Vince Gianangeli /s/
Dept. of Job and Family Services

Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, Ohio 43950
(740) 695-1075

Date 6-5-17
Signature Mark A. Thomas /s/

Signature _____
Signature Josh Meyer /s/

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

Signature Angela Bilinsky
Provider Signature

Date 6/13/17
Date 6-21-17

Date _____
Date 6/21/17

Date 6-15-17

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide gasoline is made and entered into this 21st day of June, 2017 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Zeake's Sunoco and Carryout, and Sun Shop Exxon and Carryout, both the same owner and provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2017 through June 30, 2018 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all goods/ services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 21st day of June, 2017.

Signature Vince Gianangeli /s/
Dept. of Job and Family Services

Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, Ohio 43950
(740) 695-1075

Date 6-5-17
Signature Mark A. Thomas /s/

Signature _____
Signature Josh Meyer /s/

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

Signature Anthony T. Zeakes /s/
Provider Signature

Date 6/15/17
Date 6-21-17

Date _____
Date 6/21/17

Date 6-15-17

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER'S
PROJECT 17-4 BEL-2-3.91, BEL-86-3.80 & BEL-WAS-103-2.32 SLIP REPAIR**

June 21, 2017

Motion made by Mr. Thomas, seconded by Mr. Meyer to advertise for bids for the **Belmont County Engineer's Project 17-4: BEL-2-3.91, BEL-86-3.80 & BEL-WAS-103-2.32 SLIP REPAIR**, based upon the recommendation of Terry Lively, County Engineer, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

NOTICE TO BIDDERS
BELMONT COUNTY COMMISSIONERS
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioner's Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:30 A.M. (Local Time), Wednesday, July 12, 2017** for furnishing all labor, materials and equipment for Belmont County Engineer's **PROJECT #17-4: BEL-2-3.91, BEL-86-3.80 & BEL-WAS-103-2.32 SLIP REPAIR**, then at said office publicly opened and read aloud. This project is for the replacement of failed timber crib retaining walls on CR 2 (Deep Run Rd) and Washington Township Road 103 (Alledonia - Crabapple Rd) and to repair a roadway embankment failure on CR 86 (Pugh Ridge Rd). Copies of specifications and bid forms may be obtained at the Commissioners' office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday thru Friday.

A bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with Section 153.54(B) O.R.C. for the full amount of the bid, or certified check, cashier's check or letter of credit in accordance with Section 153.54(C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid.

The owner intends and requires that this project be completed by November 30, 2017.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of the Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and the Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239. Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein.

"The Belmont County Commissioners reserve the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated. The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion."

By order of the Board of County Commissioners

of Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk

Times Leader Advertisement: Two (2) Mondays, June 26, 2017 and July 3, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE
WITH GULFPORT ENERGY CORPORATION

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between Belmont County Sanitary Sewer District No. 3, by and through the Belmont County Board of Commissioners, and Gulfport Energy Corporation, effective June 21, 2017, in the amount of \$5,000 per net leasehold acre for 0.454 acres, Parcel #26-00770.000, located in Pultney Township, for a five-year term, 20% royalty. Total Payment Amount: \$2,270.00.

PAID-UP
OIL & GAS LEASE

This Lease made this 21st day of June 2017, by and between, **Belmont County Sanitary Sewer District No. 3**, of 101 West Main Street, St. Clairsville, OH 43950 hereinafter collectively called "Lessor," and **GULFPORT ENERGY CORPORATION**, a Delaware Corporation with a mailing address of 3001 Quail Springs Parkway, Oklahoma City, OK 73134, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of One Dollar (\$1.00) 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, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, 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 neighboring 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.

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

Tax Parcel Identification Number; Twp/Section/Twp No/Range/Qtr:
26-00770.000; Pultney/1/6/3/NE-SW ¼

and is bounded formerly or currently as follows:

On the North by lands of Richard A. Hamilka;
On the East by lands of Richard A. and Shari L. Hamilka;
On the South by lands of Richard A. and Shari L. Hamilka;
On the West by lands of Rickie L., Sr. and Patricia H. Parker;

"See Exhibit "A" attached hereto and made a part hereof for Other Provisions of this lease"

including lands acquired from Alice Malik, et al by virtue of Judgment Entry dated May 4, 1992, and recorded in Deed Book 679, at Page 52, at the Recorder's office of Belmont County, Ohio, and described for the purposes of this agreement as containing a total of **0.454** 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.

June 21, 2017

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. June 21, 2017 (effective date) to 11:59 P.M. June 20, 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 extension payment of the same consideration as was paid in this lease per Leasehold acre, only insofar as those acres intended to be renewed by Lessee. 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:** To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal **twenty percent (20%)** part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. **GAS:** To pay Lessor an amount equal to **twenty percent (20%)** of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. 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, 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 thereafter, 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.

(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

June 21, 2017

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 bonus rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties 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.

FACILITIES. Lessee shall not drill a well on the Leasehold within 500 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.

TITLE AND INTERESTS. Lessor hereby warrants 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 ("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 to execute affidavits, corrections, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease.

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, 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.

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.

WARRANTY. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

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.

EXECUTED this 21st **day of** June **2017**

Mark A. Thomas /s/

By: Mark A. Thomas, President

Josh Meyer /s/

By: J.P. Dutton, Vice President

June 21, 2017

By: Josh Meyer, Commissioner
APPROVED AS TO FORM
David K. Liberati /s/ assist PA
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING THE MOTION OF DECEMBER 14, 2016,
TO APPROVE THE CORRECTION AND AMENDMENT OF PAID-UP OIL & GAS LEASE AND MEMORANDUM OF PAID-UP
OIL & GAS LEASE WITH GULFPORT ENERGY CORPORATION**

Motion made by Mr. Thomas, seconded by Mr. Meyer to rescind the motion of December 14, 2016, to approve and sign the Correction and Amendment of Paid-Up Oil & Gas Lease and Memorandum of Paid-Up Oil & Gas Lease between the Belmont County Board of Commissioners and Gulfport Energy Corporation deleting all references to "Inlot 90 Westlawn Heights Subdivision" as incorrectly described in the original lease dated October 5, 2016.

Note: Gulfport cannot locate the original lease agreement signed by the previous Board.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CORRECTION AND AMENDMENT
OF PAID-UP OIL & GAS LEASE AND MEMORANDUM OF PAID-UP
OIL & GAS LEASE WITH GULFPORT ENERGY CORPORATION**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the Correction and Amendment of Paid-Up Oil & Gas Lease and Memorandum of Paid-Up Oil & Gas Lease between the Belmont County Board of Commissioners and Gulfport Energy Corporation deleting all references to "Inlot 90 Westlawn Heights Subdivision" as incorrectly described in the original lease dated October 5, 2016.

**CORRECTION AND AMENDMENT OF
PAID-UP OIL & GAS LEASE AND MEMORANDUM OF PAID-UP OIL & GAS LEASE**

STATE OF OHIO

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF BELMONT

§

WHEREAS, on the 21st day of June, 2017, **The Belmont County Board of Commissioners, by Mark A. Thomas as President, J.P. Dutton as Vice President, and Josh Meyer as Commissioner**, whose collective address is 101 West Main Street, St. Clairsville, OH 43950, (hereinafter collectively referred to as "Lessor"), executed and delivered unto **Gulfport Energy Corporation**, a Delaware corporation with a mailing address of 3001 Quail Springs Parkway, Oklahoma City, OK 73134 (hereinafter referred to as "Lessee"), that certain Paid-Up Oil & Gas Lease dated effective the 21st day of June, 2017 (hereinafter referred to as the "Lease"), as evidenced by a Memorandum thereof recorded in **Volume 648, Page 736**, Instrument No. 201600010676, Official Records of Belmont County, Ohio (hereinafter referred to as the "Memorandum"); and

WHEREAS, Lessor and Lessee hereby desire to correct and amend the Lease and Memorandum due to inaccuracies and/or omissions contained therein.

NOW, THEREFORE, for adequate consideration, the receipt and sufficiency of which are hereby accepted and acknowledged, and for and in consideration of the premises and the mutual benefits to be received by each, Lessor and Lessee do hereby agree and declare that the Lease and Memorandum shall be, and the same are hereby corrected and amended, as follows:

The Lease and Memorandum incorrectly describe a portion of the leased premises, being Tax Parcel No. 59-00002.000, as being Inlot 90 Westlawn Heights Subdivision. All reference to "Inlot 90 Westlawn Heights Subdivision" in the Lease and Memorandum is hereby deleted in its entirety, and Tax Parcel No. 59-00002.000 shall be correctly described as follows:

Tax Parcel Identification Number; Township/Section/Twp. No./ Range/Qtr; 59-00002.000; Pease/25/4/2/SE ¼

Lessor hereby ratifies, confirms and adopts the Lease and Memorandum as herein amended, and does hereby grant, lease and let exclusively unto Lessee, its successors and assigns, the lands covered therein, subject to all the terms and provisions of the Lease and any amendments thereto.

The terms and provisions of this instrument shall be binding upon and shall inure to the benefit of the undersigned, their respective heirs, successors and assigns.

For convenience, this instrument may be executed in multiple counterparts, with each separate counterpart constituting a valid and binding instrument. Each of the undersigned agree that for recording purposes their respective signature pages and acknowledgments may be removed from their respective counterpart and attached to a single instrument.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this instrument is executed as of the dates of the acknowledgments below but shall be effective June 21, 2017.

Lessor:

The Belmont County Board of Commissioners

Mark A. Thomas /s/

By: Mark A. Thomas

Its: President

By: J.P. Dutton

Its: Vice President

Josh Meyer /s/

By: Josh Meyer

Its: Commissioner

Lessee:

Gulfport Energy Corporation

By: Lester A. Zitkus

Its: Vice President of Land

APPROVED AS TO FORM

David K. Liberati /s/ assist PA

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE HIRING OF MICHELLE TOWELL AS A FULL-TIME PERMANENT PUBLIC ASSISTANCE CASE MANAGER FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Michelle Towell, effective June 19, 2017, as a Public Assistance Case Manager. Ms. Towell will be employed as full-time permanent, bargaining unit employee. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract (\$18.55 p/h).

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE HIRING OF VIRGINIA NOON AS A FULL-TIME PERMANENT INCOME MAINTENANCE AIDE II FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Virginia Noon, effective July 5, 2017, as an Income Maintenance Aide II. Ms. Noon will be employed as full-time permanent, bargaining unit employee. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract (\$15.64 p/h).

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE NOTICE OF RESIGNATION FOR TRISTAN PALMER, SUMMER EMPLOYEE/SSD

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the resignation of Tristan Palmer, Summer Employee for Belmont County Sanitary Sewer District, effective June 6, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM TMMS TO REPLACE CURRENT MAILING EQUIPMENT/COURTHOUSE

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the proposal from TMMS to replace the current mailing equipment at the Belmont County Courthouse with all internet based equipment as follows:

- FP Mailing Machine Postbase Pro140 with scale, feeder/sealer, and label dispenser (\$6,995 - \$1,500 Ultimail 95 trade-in) \$5,495.00 one-time
- Meter rental locked in for 66 mos. (with 6 mos. free) \$ 75.00 a month
- Service Contract on all of the above equipment \$ 699.50 a year

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM TOTTERDALE BROS. SUPPLY CO., INC/EASTERN /NORTHERN COURT BUILDING IN BELLAIRE

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve Quotation Number 1809 from Totterdale Bros. Supply Co., Inc., in the amount of \$1,890.00 for one (1) GPD50L 50-gallon power vent water heater for the Eastern/Northern Court building in Bellaire.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING EXECUTION OF PAY REQUEST NUMBER 6 FROM COON RESTORATION & SEALANTS, INC./COURTHOUSE RESTORATION PROJECT

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the execution of Pay Request Number 6 (April, May, and through June 13th) from Coon Restoration & Sealants, Inc., in the amount of \$269,652.20 for the Belmont County Courthouse Restoration Project.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM RICE ENERGY, INC./EMA

Motion made by Mr. Thomas, seconded by Mr. Meyer to acknowledge receipt of a \$30,000.00 donation from Rice Energy, Inc., to the Belmont County Emergency Management Agency for the replacement of that department's Command Vehicle.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes

June 21, 2017

Mr. Dutton Absent

Commissioner Thomas thanked Rice Energy for their generosity over the years.

RECESS

Reconvened Thursday, June 22 at 2:25 p.m. Present: Commissioners Thomas and Meyer and Jayne Long, Clerk.

Absent: Commissioner Dutton

Mr. Thomas noted that Commissioner Dutton is making his way back to Belmont County after attending an energy conference.

**IN THE MATTER OF APPROVING REVISED ALARM MONITORING QUOTE
FROM ERB ELECTRIC COMPANY/SSOBC COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the *revised* Alarm Monitoring Quotation from Erb Electric Company originally approved January 25, 2017, to include programming and testing of the fire alarm panel for an adjusted total of \$500.00; monitoring fees will now be \$15.00 per month billed annually for both security and fire alarm.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 2:28 P.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 and employment of public employees.

Upon roll call the vote was as follows:

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

Barb Blake, Fiscal Manager and Sheriff Lucas were also present. Commissioner Dutton participated via phone.

Sheriff Lucas exited executive session at 3:04 p.m.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 3:18 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 3:18 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 3:19 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator and Attorney Jeff Stankunas pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending litigation.

Upon roll call the vote was as follows:

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

Barb Blake, Fiscal Manager, was also present. Commissioner Dutton participated via phone.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 3:28 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 3:28 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

Mr. Thomas noted the Board was now going back to the 2:30 Agenda Item and re-entering executive session.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 3:29 P.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 and employment of public employees.

Upon roll call the vote was as follows:

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

Barb Blake, Fiscal Manager, was also present. Commissioner Dutton participated via phone.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 4:17 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 4:17p.m.

Upon roll call the vote was as follows:

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

June 21, 2017

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

June 21, 2017

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

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

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

Read, approved and signed this 28th day of June, 2017.

Mark A. Thomas /s/_____

J. P. Dutton – absent_____ 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