

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

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

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

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

IN THE TOTAL AMOUNT OF \$1,333,706.78

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:

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3702-P005-P19.012 Equipment	E-3702-P005-P21.000 Materials	\$10,000.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P05.000 Materials	\$5,000.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P07.011 Contract Services	\$5,000.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P12.000 Travel & Exp	\$200.00

H11 FAMILY AND CHILD FIRST COUNCIL-BCDJFS FUND

FROM	TO	AMOUNT
E-2770-H011-H04.000- Help Me Grow-Early Intervention Part C	E-2770-H011-H01.000- Help Me Grow- Early Intervention Home Visit	\$5,000.00

Upon roll call the vote was as follows:

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

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

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

Gross Wages P/E 7/8/17 THRU 7/22/17

General Fund	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,948.17
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	814.24
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	887.04
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,925.24
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	5,096.88
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	216.05
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,293.76
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,978.54
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	776.08
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,418.66
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8,538.08
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	596.91
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,925.10
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,168.32
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,774.71
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,677.56
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,991.17
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,357.54
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	4,084.96
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	15,454.21
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,246.90
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	956.74
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,359.63
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,660.30
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,376.22

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BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	431.48
			98,986.49
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,016.53
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,920.70
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	866.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	412.16
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	452.76
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	436.80
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	525.35
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	468.72
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	376.88
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	915.04
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	48,768.01
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,709.85
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,246.95
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,926.70
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	15,076.98
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,328.32
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,097.60
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	324.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,227.94
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	576.72
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	604.88
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	996.94
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	12,552.13
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,506.52
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,130.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	7,555.46
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,196.94
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,876.44
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.38
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	30,131.68
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	16,503.20
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	80.60
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,754.20
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	409.52
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	367.72
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52

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COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	56.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,404.78
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	539.14
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	96.60
			290,310.17

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-JULY & AUGUST, 2017

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following transfer of funds for Hospitalization Chargebacks for July & August, 2017.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	8,930.72
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	23,553.24
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	38,765.29
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	14,279.21
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,845.90
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,422.95
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	4,268.85
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	7,164.46
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	5,691.80
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	1,079.64
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	8,537.70
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	124,241.71
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	169,020.08
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,199.71
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,845.90
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	5,005.18
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	52,405.26
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	16,388.78
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	5,691.80
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	83,269.76
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	14,622.52
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	1,422.95
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,422.95
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,845.90
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	28,852.02
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,079.64
	WATER DEPARTMENT		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	35,520.63

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E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	15,854.70
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	15,830.35
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	1,837.10
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	539.82
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	1,422.95
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	718.38
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	608.48
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	2,561.32
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	2,011.78
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	0.00
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	1,015.72
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,845.90
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	2,845.90
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	5,691.80

TOTALS **\$731,158.75**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	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 August 9, 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:
COURT OF COMMON PLEAS-Jennifer Shunk to Columbus, OH, on September 15, 2017, for the DYS Reclaim meeting.
DJFS-John Regis and Bonnie White to Athens, OH, on August 18, 2017, to attend the Regional JFS Quarterly Fiscal meeting. Estimated expenses: \$24.00. A county vehicle will be used for travel.
HUMAN RESOURCES-Katie Bayness to Columbus, OH, on August 16, 2017, to attend the SPBR pre-hearing conference.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	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 August 2, 2017.

Upon roll call the vote was as follows:

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

Mr. Thomas said there is a lot of misinformation on social media. He reminded all that the Board speaks through their minutes and no decisions are made unless at a meeting.

Commissioner Thomas made the following announcement:

The Board will hold a "Town Hall" meeting at 6:00 p.m. on Tuesday, August 15, at the Martins Ferry Public Library, 20 S 5th Street. The public is welcome and encouraged to attend.

IN THE MATTER OF RESCHEDULING COMMISSIONERS' MEETING DAY

Motion made by Mr. Thomas, seconded by Mr. Dutton to hold the Board's regular meeting on Thursday, August 31 instead of Wednesday, August 30, due to a scheduling conflict and to notify media of the same.

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Note: Board will attend the Ohio County Commissioners' White House Conference on August 29 in Washington, D. C.

Upon roll call the vote was as follows:

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

Mr. Thomas noted the Board of Commissioners has been invited to the White House as part of an Ohio County Commissioners Group that will have a briefing of certain agenda items that affect Ohio counties.

IN THE MATTER OF APPROVING THE FORWARDING OF MONIES FROM THE GENERAL FUND TO THE BCDJFS TO BE USED AS LOCAL FUNDS IN THEIR PUBLIC ASSISTANCE FUND/HARMONY HOUSE

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the forwarding of twenty-thousand dollars (\$20,000.00) from the Belmont County General Fund to the Belmont County Department of Job & Family Services to be used as local funds in their Public Assistance Fund. These funds can be used as local funds for Federal Food Stamp and Medicaid match, thereby netting an additional twenty-thousand dollars (\$20,000.00) from the Federal programs.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE PREVENTION, RETENTION AND CONTINGENCY (PRC) PLAN ON BEHALF OF BCDJFS

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept and sign the Belmont County Prevention, Retention and Contingency (PRC) Plan, revised and effective August 2017, as submitted by the Belmont County Department of Job and Family Services in coordination with the Belmont County Family Services Planning Committee per ORC 329.06.

Note: The PRC Program provides assistance to Children Services families.

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 STACY HOLSKEY, PART-TIME COOK/SSOBC

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hiring of Stacy Holskey as Part-Time Cook for Senior Services of Belmont County, effective August 14, 2017.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING RESIGNATION OF SUMMER EMPLOYEES/SSD

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation of the following Sanitary Sewer District summer employees:

Name	Effective
Mikayla Westlake	August 4, 2017
Alexander Trouten	August 4, 2017
Jeremy Cusick	August 18, 2017

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN THE FINAL RESOLUTION FOR ODOT PROJECT, DRILLED SHAFT LANDSLIDE REPAIR PROJECT

Motion made by Mr. Dutton, seconded by Mr. Meyer, as the Local Public Agency (LPA), to approve and authorize Commission President Mark A. Thomas to sign the Final Resolution for the Ohio Department of Transportation Project, PID, 101133, BEL-CR4-17.33 Drilled Shaft Landslide Repair Project on County Road 4, Barton Road.

Note: The estimated LPA share is \$46,640.00 to be paid from MVGT funds.

FINAL RESOLUTION

The following Final Resolution enacted by the Board of County Commissioners, County of **Belmont**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on **22nd day of March, 2017**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of landslide repair a portion of CR4, lying with Belmont County.

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

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid Emergency funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation, and further, the County agrees to assume and bear 100% of the cost of Preliminary Engineering and Right of Way, excluding in-house preliminary engineering and right of way charges incurred by the State.

The share of the cost of the LPA is now estimated in the amount of **Forty Six Thousand Six Hundred Forty and --- 00/100 Dollars (\$46,640.00)** but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I. That the estimated sum, of **Forty Six Thousand Six Hundred Forty and --- 00/100 Dollars (\$46,640.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III. That the LPA enter into a contract with the State, and that **President** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.

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IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution. This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 16th day of August, 2017, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon. We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 99, at Page N/A, and under date of August 9, 2017.

Legislative Authority of the
Board of County Commissioners
County of **Belmont**, Ohio
Mark A. Thomas /s/
President
Jayne Long /s/
Clerk (Secretary Ex-Officio)
PID No. **101133**
ODOT Project No. _____ (2017)

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street; Columbus, Ohio 43223, and the Board of County Commissioners, County of **Belmont**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and
WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and
WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and
WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and
WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.
NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of landslide repair a portion of CR 4, lying within Belmont County; and

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount **Forty Six Thousand Six Hundred Forty and ---00/100 Dollars (\$46,640.00).**
5. **The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid Emergency funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation, and further, the County agrees to assume and bear 100% of the cost of Preliminary Engineering and Right of Way, excluding in-house preliminary engineering and right of way charges incurred by the State.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;

- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

Board of County Commissioners
County of **Belmont**
101 West Main Street
St. Clairsville, Ohio
43950

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such -action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed on or behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requires in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

**OHIO DEPARTMENT OF
TRANSPORTATION**

Director of Transportation

Date

SEAL
(If Applicable)
LOCAL PUBLIC AGENCY
Board of County Commissioners
County of Belmont

Terry Lively /s/

County Engineer

Mark A. Thomas /s/

County Commissioner

J. P. Dutton /s/

County Commissioner

Josh Meyer /s/

County Commissioner

8/9/17

Date

Approved as to Form:

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

Prosecuting Attorney

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE
WITH CHESAPEAKE EXPLORATION, L.L.C.**

August 9, 2017

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into an Oil and Gas Lease by and through the Belmont County Board of Commissioners and Chesapeake Exploration, L.L.C., effective August 9, 2017, in the amount of \$5,000 per net leasehold acre for 0.5470 acres, Parcel# Long Acres Subdivision Road, located in Flushing Township, for a five-year term, 20% royalty. Total Payment Amount: \$2,735.00.

**PAID-UP
OIL AND GAS LEASE**

Lease No. _____

10/13 - OH

This Lease made this 9th day of August, 2017, by and between: **The County of Belmont, a Political Subdivision of the State of Ohio acting by and through its Board of County Commissioners**, of 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor" and **Chesapeake Exploration, L.L.C.**, an Oklahoma limited liability company, P.O. Box 18496, Oklahoma City, OK, 73154-0496, hereinafter called "Lessee".

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

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

DESCRIPTION. The Leasehold is located in the Township of **FLUSHING**, in the County of **BELMONT**, in the State of **OH**, and described as follows:

Township 10N; Range 6W; Section: 10; Parcel #: Long Acres Subdivision Road

Property Tax Parcel Identification Number: **Long Acres Subdivision Road**

and is bounded formerly or currently as follows:

On the North by lands now or formerly of	Marjorie C. Stullenberger
On the East by lands now or formerly of	Marjorie C. Stullenberger
On the South by lands now or formerly of	Harold J. Surratt
On the West by lands now or formerly of	Harold J. Surrat

including lands acquired from **Robert Henry Long and Dorothy E. Long, husband and wife**, by virtue of deed dated **November 23, 1962**, and recorded in **Book 12, Page 40**, and described for the purposes of this agreement as containing a total of **0.5470** Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **five (5)** years from 12:00 A.M. August 9, 2017 to 11:59 P.M. August 8, 2022 and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an amount equal to the initial consideration given for the execution hereof. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) **CONSTRUCTION OF LEASE:** The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled /unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) DELAY RENTAL: To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) ROYALTY: For all oil and gas substances that are produced and sold from the leased premises, Lessor shall receive as its royalty one-eighth (1/8) of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) DELAY IN MARKETING: In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion (including, without limitation, hydraulic fracture stimulation), or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) SHUT-IN: In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or Lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) DAMAGES: Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) MANNER OF PAYMENT: Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) CHANGE IN LAND OWNERSHIP: Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) TITLE: If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved. Lessor represents and warrants that there is no existing oil and gas lease which is presently in effect covering the Leasehold.

(I) LIENS: Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) CHARACTERIZATION OF PAYMENTS: Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties 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 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this

Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the Leasehold or lands pooled or unitized therewith for the disposal and/or injection into any subsurface strata, other than a potable water strata, of air, gas, brine, completion and

production fluids, waste water and any hydrocarbon related substances from any source, including, but not limited to wells on the Leasehold or lands pooled or unitized therewith or from properties and lands outside the Leasehold or lands pooled or unitized therewith, and to conduct all operations as may be required, for so long as necessary and required by Lessee for purposes as herein provided. If, at the expiration of the primary term, Lessee is disposing and/or injecting into any subsurface strata underlying the Leasehold or lands pooled or unitized therewith or conducting operations for such disposal and/or injection and this lease is not being maintained by any other provision contained herein and no other payments are being made to Lessor as prescribed hereunder, Lessee shall pay to Lessor the sum of one thousand dollars (\$1,000.00) per year, proportionately reduced to Lessor's ownership in the Leasehold and surface as it bears to the full and undivided estate, beginning on the next anniversary date of this Lease and said payment and term of this Lease, insofar as to terms and provisions contained herein applicable to disposal and injection wells, shall continue annually thereafter for so long as necessary and required by Lessee for purposes as herein provided and until all disposal and/or injection wells located on the Leasehold or on lands pooled or unitized therewith are plugged and abandoned. Lessor agrees that if required by Lessee, regulatory agency or governmental authority having jurisdiction, Lessor shall enter a separate Disposal and Injection Agreement with Lessee for the purposes as herein provided.

TITLE AND INTERESTS. Lessor hereby warrants generally and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease which will take effect upon expiration of this Lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute consents, affidavits, ratifications, amendments, permits and other instruments as Lessee may request to carry out the purpose of this lease, including without limitation, applications necessary to obtain driveway entrance permits, and approvals of drilling or production units which Lessee may seek to form pursuant to governmental authorization.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All terms, provisions and express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. If Lessee is unable, in its sole discretion, to effectively accomplish the purposes and objectives of this Lease or to exercise its rights hereunder because of such laws, rules, regulations or orders, or if 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, then this Lease shall not terminate, in whole or in part, because of such inability, prevention or delay, and, at Lessee's option, the period of such inability, prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

See attached Exhibit 'A' which is unrecorded.

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

The County of Belmont, a Political Subdivision of the State of Ohio acting by and through its Board of County Commissioners

Mark A. Thomas /s/ (Seal)

**Mark A. Thomas, President
The County of Belmont, a Political Subdivision of the State of Ohio acting by and through its Board of County Commissioners**

J. P. Dutton /s/ (Seal)

**J.P. Dutton, Vice President
The County of Belmont, a Political Subdivision of the State of Ohio acting by and through its Board of County Commissioners**

Josh Meyer /s/ (Seal)

August 9, 2017

Josh Meyer, Commissioner

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE
MAINTENANCE AGREEMENT WITH BLUE RACER MIDSTREAM, LLC**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Blue Racer Midstream, LLC, effective August 9, 2017, for the use of 1.13 miles of CR-64 (Shepherdstown Rd.) for pipeline activity for the Truchan NW/Wheeling Valley Project.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR PIPELINE 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 Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Richland 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 right of way and field agreements, and intends to construct, operate, and maintain certain facilities for the Truchan NW/Wheeling Valley Project, including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the Truchan NW/Wheeling Valley Project located in Richland Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.13 miles of CR-64 (Shepherdstown Rd) for the purpose of ingress to and egress from the pipeline facilities for the Truchan NW/Wheeling Valley Project, for traffic necessary for the purpose of constructing the pipeline and pipeline facilities, (hereinafter referred to collectively as "Pipeline Activity"); and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 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-Pipeline Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline Activity related to such sites.

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

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

1. The portion of CR-64 (Shepherdstown Rd), to be utilized by Operator hereunder, is that exclusive portion beginning at SR-9 (Fairpoint New Athens Rd) and ending at a point 1.13 miles to the turnoff on TR-216 (Fairpoint Shepherdstown Rd). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-64 (Shepherdstown Rd) for any of its Pipeline Activities hereunder.

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

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

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

5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the designated Routes, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Routes by Operator. The amount of the bond or surety shall be considered to be included in the County-wide bond on file at the County, as described in Appendix A. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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

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

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

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely

within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on August 9, 2017.

Executed in duplicate on the dates set forth below.

Authority

By: Mark A. Thomas /s/

Commissioner/Trustee

By: J. P. Dutton /s/

Commissioner/Trustee

By: Josh Meyer /s/

Commissioner/Trustee

By: Terry Lively /s/

County Engineer

Dated: 8-9-17

Approved as to form:

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

County Prosecutor

Upon roll call the vote was as follows:

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

Operator

By: Windale McCrary /s/

Printed Name: Windale McCrary

Company Name: Blue Racer Midstream LLC

Title: Manager – Right of Way

Dated: 8-2-2017

IN THE MATTER OF APPROVING EASEMENT AGREEMENT WITH COLUMBIA GAS OF OHIO, INC.

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the Easement agreement with Columbia Gas of Ohio, Inc., in the amount of \$1.00, for the right to lay pipelines, including lateral pipeline connections together with service connections, over and through the property located in Richland Township, Section 35, T-5, R-3.

Note: The easement is needed to move gas line so the County Engineer Department can replace a bridge in Glencoe.

EASEMENT

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, **THE BELMONT COUNTY BOARD OF COMMISSIONERS** (hereinafter called the Grantor), does hereby grant to **COLUMBIA GAS OF OHIO, INC.**, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215, (hereinafter called the Company), its successors and assigns, the right to lay pipelines, including lateral pipeline connections, together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service and remove same, together with valves and other necessary appurtenances on lands situated in Township of Richland, Belmont County, State of Ohio, and more particularly described as follows:

Recorded In: Deed Book 340, Page 511

Permanent Parcel No.: 32-60002.000

Property Address: 3rd St., Glencoe, Ohio 43928

Containing: 0.114 acres, being part of Section 35, Township 5, Range 3

The pipelines laid pursuant to the terms and conditions of this Easement Agreement shall be located within the limits of a twenty-foot (20') wide easement as shown on Exhibit A attached hereto and made part hereof; the twenty-foot-wide area is referred to as the "Easement Area."

In addition to the permanent twenty foot wide Easement Area defined above, Grantor hereby grants Company, its successors and assigns, an easement to temporarily use an additional ten feet of space adjoining said permanent Easement Area also shown on Exhibit A, for the purpose of enabling Company to initially construct the pipeline and to later alter, replace, repair or relocate said pipeline (within the permanent Easement Area) and to conduct all activities incident thereto, including restoration or clean-up activities. Each time such temporary construction easement is utilized, Company shall replace the area disturbed to as near as practical to its original condition.

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such pipeline facility.

Grantor shall not construct or permit to be constructed or place any house, structure, trees, shrubbery taller than five (5) feet, leach beds, septic tanks or other obstructions on or over the Easement Area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder.

Grantor acknowledges and agrees that Company has the right from time to time to: (a) clear the Easement Area of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, brush, and overhanging branches from the Easement Area by various means, including the use of herbicides approved by the State of Ohio or the United States Environmental Protection Agency (or successor in-duty).

All pipes shall be buried so as not to interfere with the present use of the land.

The Company shall replace the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its original condition.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops, or permitted fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

With regard to the lands encompassed by this Easement, Grantor represents that, to the best of its knowledge:

1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Easement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up;
2. Neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the Easement Area for Company's intended use; and,
3. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

Grantor further represents that it has informed Company, prior to execution of this Easement Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor and Company agree that, except to the extent caused by the acts or omissions of the Company or its representatives and contractors, the Company shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Easement Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath or along the Easement Area.

August 9, 2017

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this 9th day of August, 2017.

The Belmont County Board of Commissioners

Mark A. Thomas /s/

Mark A. Thomas, President

J. P. Dutton /s/

J. P. Dutton, Vice President

Josh Meyer /s/

Josh Meyer, Commissioner

APPROVED AS TO FORM:

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

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR DAVID W. AND ANDREE N. WEIMER/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the **Satisfaction of Mortgage By Separate Instrument for David W. and Andree N. Weimer, married**, for a mortgage deed dated May 17, 2007 as recorded in Volume 0107, pages 262-266 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated May 17, 2007, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0107 at pages 262-266, and executed by David W. and Andree N. Weimer married) to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

8-9-17

Date

Belmont County Commissioners:

By:

Mark A. Thomas /s/

Mark A. Thomas, President

J. P. Dutton /s/

J. P. Dutton

Josh Meyer /s/

Josh Meyer

Upon roll call the vote was as follows:

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

IN THE MATER OF ADOPTING A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,000,000 OF NOTES TO RENEW NOTES PREVIOUS ISSUED TO PAY PART OF THE COST OF ACQUIRING AND CONSTRUCTING WATER SYSTEM IMPROVEMENTS, INCLUDING WATER LATERALS.

ENTERED IN COMMISSIONERS' JOURNAL

NO. 99, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on August 9, 2017, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Thomas Mr. Dutton Mr. Meyer

Absent: _____

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Thomas moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,000,000 OF NOTES TO RENEW NOTES PREVIOUS ISSUED TO PAY PART OF THE COST OF ACQUIRING AND CONSTRUCTING WATER SYSTEM IMPROVEMENTS, INCLUDING WATER LATERALS.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the "County") has heretofore determined the necessity of acquiring and constructing water system improvements, including water laterals (collectively, the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is forty (40) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the net revenues of the County's water supply, treatment, storage and distribution utility, and on such notes from such net revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$1,000,000 are about to mature and should be renewed in a principal amount not to exceed \$1,000,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$1,000,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2018, shall bear interest at the rate of approximately six percent (6%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding forty (40) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in a principal amount not to exceed \$1,000,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii)) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Water System Improvement Bond Anticipation Notes, Series 2017" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue."

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes as a part of the Consolidated Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

Mr. Meyer seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Thomas Mr. Meyer Mr. Dutton

NAYS:

ADOPTED, this 9th day of August, 2017.

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

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$3,005,000 OF NOTES TO RENEW NOTES PREVIOUS ISSUED TO PAY PART OF THE COST OF ROAD IMPROVEMENTS.

ENTERED IN COMMISSIONERS' JOURNAL

NO. 99, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on August 9, 2017, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Thomas Mr. Dutton Mr. Meyer

Absent:

August 9, 2017

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Thomas _____ moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO
RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$3,005,000 OF NOTES TO RENEW NOTES PREVIOUS ISSUED TO PAY PART OF THE COST OF ROAD IMPROVEMENTS.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the "County") has heretofore determined the necessity of constructing road improvements in the Mall Road area of the County (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty (20) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from service payments in lieu of taxes and other payments received by the County with respect to the Project and the general revenues of the County (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$5,000,000 are about to mature and should be renewed in a principal amount not to exceed \$3,005,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$3,005,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2018, shall bear interest at the rate of approximately six percent (6%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty (20) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in a principal amount not to exceed \$3,005,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Road Improvement Bond Anticipation Notes, Series 2017" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue."

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on

August 9, 2017

behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes as a part of the Consolidated Note Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

Mr. Meyer seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Thomas Mr. Meyer Mr. Dutton

NAYS:

ADOPTED, this 9th day of August, 2017.

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

IN THE MATTER OF ADOPTING A RESOLUTION CONSOLIDATING TWO BOND ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED NOTE ISSUE.

CONSOLIDATING RESOLUTION
ENTERED IN COMMISSIONERS' JOURNAL
NO. 99, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on August 9, 2017, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Thomas Mr. Dutton Mr. Meyer

Absent:

Mr. Thomas moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO
RESOLUTION NO. N/A

RESOLUTION CONSOLIDATING TWO BOND ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED NOTE ISSUE.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the "County") has adopted two resolutions authorizing the following general obligation bond anticipation note issues pursuant to Chapter 133 of the Ohio Revised Code for the purposes indicated: (i) not to exceed \$1,000,000 Water System Improvement Bond Anticipation Notes, Series 2017 for the purpose of renewing notes previously issued to pay part of the cost of acquiring and constructing water system improvements, including water laterals; and (ii) not to exceed \$3,005,000 Road Improvement Bond Anticipation Notes, Series 2017 for the purpose of renewing notes previously issued to pay part of the cost of constructing road improvements in the Mall Road area of the County (such note issues are collectively referred to as the "2017 Series Notes"); and

WHEREAS, this Board of County Commissioners desires to authorize the issuance and sale of the 2017 Series Notes on a consolidated basis pursuant to Section 133.30(B) of the Ohio Revised Code and this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio:

SECTION 1. That pursuant to the provisions of Section 133.30(B) of the Ohio Revised Code, some or all of the 2017 Series Notes, as determined by the County Auditor in the Certificate of Award, as hereinafter defined, without further action of this Board of County Commissioners, shall be consolidated into a single note issue which shall be designated "Various Improvement Bond Anticipation Notes, Series 2017" or as otherwise provided in the Certificate of Award (such consolidated notes are hereinafter referred to as the "Consolidated Notes").

SECTION 2. That the Consolidated Notes shall be issued under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Consolidated Notes shall (i) be dated as of the same date as the 2017 Series Notes included in the Consolidated Notes, (ii) be in a principal amount equal to the sum of the aggregate principal amounts of such 2017 Series Notes, (iii) be numbered from R1 upwards in order of issuance, (iv) be of the denominations of \$100,000 or more requested by the purchaser, (v) mature on the date such 2017 Series Notes mature in an amount equal to the sum of the maturity amounts for such 2017 Series Notes for such date, and (vi) bear interest payable at maturity at a rate equal to the rate of interest on such 2017 Series Notes.

The Consolidated Notes shall not be subject to call for redemption at any time prior to maturity.

It is hereby determined by this Board of County Commissioners that the issuance of the Consolidated Notes provided herein are in the best interests of the County and that the maturity provisions set forth above are consistent with the aggregate of the separate maturities of the respective resolutions authorizing the 2017 Series Notes.

SECTION 3. That the Consolidated Notes shall express upon their faces a summary statement of purposes encompassing the purposes stated in the resolutions authorizing the 2017 Series Notes and that they are issued in pursuance of this resolution. The Consolidated Notes shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimile signatures. The Consolidated Notes shall be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company to be designated the County Auditor in the Certificate of Award (as hereinafter defined) without further action of this Board of County Commissioners as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Consolidated Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Consolidated Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Consolidated Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Consolidated Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Consolidated Notes as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the provisions of the respective resolutions authorizing the 2017 Series Notes included in the Consolidated Notes relating to security and sources of payment, federal tax status of such 2017 Series Notes and of interest payable thereon, are hereby incorporated by reference into this resolution and the Consolidated Notes.

SECTION 5. That the Consolidated Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award")

pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk, acting as the Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Consolidated Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Consolidated Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Consolidated Notes pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Consolidated Notes, except as any premium and accrued interest received, shall be apportioned, deposited and credited in accordance with Section 133.32 of the Ohio Revised Code to the respective purposes and funds in accordance with the amount of each issue of 2017 Series Notes and for which purposes such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Consolidated Notes in the manner provided by law.

SECTION 6. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Consolidated Notes may be transferred only through a book entry, and (ii) physical Consolidated Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Consolidated Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Consolidated Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Consolidated Notes or principal and interest, and to effect transfers of Consolidated Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Consolidated Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Consolidated Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Consolidated Notes: (i) there shall be a single Consolidated Note of each maturity; (ii) those Consolidated Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Consolidated Notes in book entry form shall have no right to receive Consolidated Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Consolidated Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Consolidated Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Consolidated Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Consolidated Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Consolidated Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Consolidated Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Consolidated Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Consolidated Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Consolidated Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Consolidated Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Consolidated Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Consolidated Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Consolidated Notes from the Depository and authenticate and deliver Consolidated Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Consolidated Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 7. That the County Auditor is hereby authorized without further action of this Board of County Commissioners to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Consolidated Notes, in each case in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 8. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Consolidated Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above

SECTION 9. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 10. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 11. That this resolution shall take effect immediately upon its adoption.

Mr. Meyer seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Thomas _____ Mr. Meyer _____ Mr. Dutton _____

NAYS: _____

ADOPTED, this 9th day of August, 2017.

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

Mr. Thomas explained the first motion is a renewal of a note to repair/replace the water laterals on the wells located down on the river. The second is a renewal of the note for the I-70 Mall Road Connector project; that is the amount of money the county pledged for the new road that is being built at the mall. That money went to the Transportation Improvement District (TID) and will be repaid as part of the

Transportation Increment Financing District (TIF). The TIF was created several years ago and will start paying taxes this year for 2018. Part of the real estate taxes for any new construction located in the TIF district will go towards paying down the note.

IN THE MATTER OF APPROVING PROPOSAL FROM H.E. NEUMANN/COMMON PLEAS COURT JUDGE’S OFFICE

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve Proposal Number 26496 from H. E. Neumann in the amount of \$6,135.00 for all labor and materials necessary to replace the water source heat pump serving the Common Pleas Court Judge’s Office on the third floor of the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER #1 FROM ERB ELECTRIC COMPANY, INC./SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve Change Order #1 from Erb Electric Company, Inc., in the amount of \$90.00 for the purchase of one Honeywell 4219 Zone Expander to be added to the Fire and Intrusion Alarm System Programming and Monitoring quote originally approved June 21, 2017, for the new Senior Services of Belmont County – Community Building; revised service cost \$590.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDERS FROM COON RESTORATION & SEALANTS, INC./COURTHOUSE RESTORATION PROJECT

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following Change Orders from Coon Restoration & Sealants, Inc., for the Courthouse Restoration Project using Allowances and not affecting the current contract amount of \$2,067,245.00:

- #4A-3 Sheet metal repairs on the center clock tower \$8,250.00 Allowance #4
- #4A-4 Use Dow Corning 790 Silicone Building Sealant at the bottom stone at no additional charge and to revise the Date of Substantial Completion to August 31, 2017 \$ 0.00 N/A
- #4A-5 Relining of upper box gutter \$14,210.00 Allowance #1, 3, 4, 5
- #4A-6 Repair metal chimneys on roof, Re-caulk metal-to-metal joints at existing windows, and patch metal on existing lower metal areas \$39,500.00 Allowance #3, 6, 7, 8, 9

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION AUTHORIZING AN APPLICATION WITH WESBANCO TO ACQUIRE CREDIT CARDS TO BE USED SOLELY FOR WORK-RELATED EXPENSES

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

WHEREAS, pursuant to Section 301.27 of the Ohio Revised Code, a board of county commissioners is statutorily permitted to secure a credit card from a vendor, with said card to be used for work-related expenses incurred by an elected public official (appointing authority); and

WHEREAS, the use of a credit card shall be used only to pay for those work-related expenses outlined in Section 301.27 (B) (1) (a-j) of the Ohio Revised Code; and

WHEREAS, the use of credit cards is limited to the amount appropriated and encumbered in a specific appropriation line item for the designated use or uses, not to exceed a combined use limit to be determined by the credit card vendor upon approval; and

WHEREAS, the Belmont County Board of Commissioners is desirous of securing such cards from First Bankcard/VOX Business Card issued in partnership with WesBanco, and;

WHEREAS, the County Auditor and County Treasurer have reviewed this procedure; and

WHEREAS, the Belmont County Board of Commissioners hereby authorizes an application by and between itself and WesBanco for the acquisition of First Bankcard/VOX Business Cards to be used for only those work-related expenses incurred by the Board.

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING THE APPLICATION FOR FEDERAL ASSISTANCE FOR USDA RURAL DEVELOPMENT FUNDS/WATER SYSTEM IMPROVEMENTS

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the Application for Federal Assistance for USDA Rural Development funds in the estimated amount of \$12,256,439.00 for construction of waste water system improvements.

Upon roll call the vote was as follows:

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

Mr. Thomas said this is a continuation of Belmont County’s Master Plan to make improvements, upgrades and repairs to the water and wastewater system.

IN THE MATTER OF APPROVING QUOTE FROM VALLEY TRUCK CENTERS/BUILDINGS AND GROUNDS DEPT.

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the quote dated August 3, 2017, from Valley Truck Centers in the amount of \$19,050.00 for the purchase of one 2007 Ford F350 4x4 Utility Truck (including delivery) for the Belmont County Commissioners’ Buildings and Grounds Department.

Upon roll call the vote was as follows:

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

**9:30 Kathie Brown, Executive Director, Wheeling Health Right
Re: Annual Allocation**

Ms. Brown explained Wheeling Health Right is a free, charitable clinic and provides healthcare to the Ohio Valley. They started accepting patients with Medicaid about three years ago, due to the Affordable Care Act. An estimated 3,000 patients from Belmont County have been served. They are a "one-stop shop" and serve a total of 22,000 patients. A dental clinic has been recently added with twelve participating dentists. Ms. Brown said they are a safety net for those that fall through the cracks. She thanked the Board for their continued support.

Discussion re: Animal Shelter-Mr. Dutton said the Board of Commissioners visited the Animal Shelter yesterday. He said there is a lot of talk on social media regarding cats. He said the shelter is no longer accepting cats, there is no more room. The Ohio Revised Code states cats are not the responsibility of the county, but the Commissioners are trying to address the problem. Mr. Meyer said the condition of the shelter hasn't changed, it is still in good shape and they are trying to make it better. Mr. Thomas said any decision that is made regarding the animal shelter or any other agency in the county is done at a County Commissioner's meeting. The facts are laid out at the meeting. Mr. Thomas said the information on social media is not factually correct and it is frustrating. He said the Board showed up unannounced yesterday and it (the shelter) was very clean. There are currently 90 dogs in custody and 57 cats. A lot of work and improvements have been done there over the last two years. He emphasized there is no killing of dogs or cats unless a vet says it is necessary. Mr. Thomas said he wanted to mention all this due to unfortunate postings on the internet. Mr. Dutton said cats are not being sent to other counties. Mr. Thomas said BCARL is open to working together regarding the cats. He said any decisions will be made in an open meeting by law.

10:00 Subdivision Hearing-Rae's Kingdom Drive, Smith Township

Present: Terry Lively, County Engineer, Will Eddy, Drafting Technician and Rob Barr, Engineer's Department. Mr. Barr reviewed maps with the board. He said Rae's Kingdom Drive is a private drive coming off of Route 147 near Centerville.

**IN THE MATTER OF FINAL PLAT APPROVAL
FOR RAE'S KINGDOM DRIVE (PRIVATE)
SMITH TWP. SEC. 21 & 27, T-6, R-4**

"Hearing Had-10:00 A.M."

**"FINAL PLAT APPROVAL"
O.R.C. 711.05**

Motion made by Mr. Thomas to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Rae's Kingdom Drive(Private), Smith Township, Section 21 & 27, T-6, R-4, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Meyer seconded the motion and upon roll call the vote was as follows:

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

BREAK

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:26 A.M.**

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

Upon roll call the vote was as follows:

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

Dave Ivan, EMA Director, was also present. Mr. Ivan exited executive session at 10:53 a.m. and executive session continued.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:32 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 11:32 a.m.

Upon roll call the vote was as follows:

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

**11:30 Belmont County Budget Hearing for FY 2018
The Board attended the annual hearing held in the Auditor's office.**

Reconvened Thursday, August 10, 2017 at 11:00 a.m. Present: Commissioners Thomas, Dutton and Meyer and Jayne Long, Clerk.

**IN THE MATTER OF APPROVING THE ALLOCATION
TO WHEELING HEALTH RIGHT FOR FISCAL YEAR 2017**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the allocation of \$25,000 to Wheeling Health Right for fiscal year 2017 for the provision of health care services and medication for low-income, uninsured residents.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:07 A.M.**

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

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 ADJOURNING
EXECUTIVE SESSION AT 11:18 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session at 11:18 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
NICKI GORDON, ANIMAL SHELTER EMPLOYEE**

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation of full-time Belmont County Animal Shelter employee Nicki Gordon, effective 8/22/17.

Upon roll call the vote was as follows:

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

**THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:20 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 11:20 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of August, 2017.

Mark A. Thomas /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

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

Mark A. Thomas /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK