

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

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

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

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

**IN THE TOTAL AMOUNT OF \$599,857.13**

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:

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0061-A002-B02.002 Salaries-Employees	E-0061-A002-B12.000 Other Expenses	\$11,670.00
E-0181-A003-A11.000 Other Expenses	E-0180-A003-A01.001 Salary-Board Members	\$78.96

**E10 911**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2200-E010-E07.000 Other Expenses	E-2200-E010-E15.074 Transfers Out	\$16,194.51

**P05 WWS #3 REV FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P25.000 Purchased Water	E-3702-P005-P21.000 Materials	\$5,000.00

**S12 BEL. CO. PORT AUTHORITY**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9799-S012-S09.004 Workers Comp	E-9799-S012-S02.006 Hospitalization	\$250.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**E10 911 AND THE A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2200-E010-E15.074 Transfers Out	R-0040-A000-A47.574 Transfers In	\$16,194.51

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 20, 2017:

***CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

**A00 GENERAL FUND**

E-0141-A001-C03.010	Supplies	\$2,475.03
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**K00 MVGT/ENGINEERS**

E-2811-K000-K03.010	Supplies	\$1,374.95
E-2812-K000-K12.000	Materials	\$289.67
E-2812-K000-K16.013	Contracts-Projects	\$18,740.28
E-2813-K000-K26.000	Materials	\$348.70

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **OIL & GAS RECEIPTS/GENERAL FUND-\$7,485.20** deposited into R-0050-A000-A02.500 on dates shown:

12/04/17	\$2,735.00
12/05/17	\$ 220.45
12/05/17	\$1,627.28
12/05/17	\$ 275.71
12/05/17	\$1,266.51
12/06/17	\$ 115.91
12/08/17	\$ 223.00
12/08/17	\$ 338.26
12/11/17	\$ 683.08

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes

Mr. Dutton Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the December 20, 2017 meeting date:

**A00 GENERAL FUND**

E-0051-A001-A50.000	Budget Stabilization	\$7,485.20
E-0056-A006-E01.002	Salaries	\$1,800.00
E-0056-A006-E08.003	PERS	\$14,394.51

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 20, 2017:

**CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION**

**A00 GENERAL FUND**

E-0051-A001-A14.012	Equipment	\$4,030.57
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**B00 DOG & KENNEL FUND**

E-1600-B000-B11.000	Other Expenses	\$1,740.29
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Upon roll call the vote was as follows:

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

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

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

**DJFS**-Vince Gianangeli to Columbus, OH, on February 8-9, 2018, to attend General Session. Estimated expenses: \$332.70. Lori O’Grady to Lewis Center, OH, on February 4-6, 2018, to attend the OHPELRA Conference. Estimated expenses: \$617.24. County vehicles will be used for travel.

**HR**-Katie Bayness to Lewis Center, OH, on February 4-6, 2018, to attend the OHPELRA’s Annual Training Conference. Estimated expenses: \$825.00.

**SENIORS**-Daisy Braun to Wheeling, WV, on December 26, 2017 with a rain date of December 28, 2017 for a senior outing to TJ’s Sport Garden and Oglebay’s Festival of Lights. Denise Starr to Cambridge, OH, on January 24, 2018, for a senior outing to the Goodwill and to Dickens. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF 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 December 6, 2017 and December 14, 2017.

Upon roll call the vote was as follows:

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

Mr. Thomas made the following announcement-

The Board of Commissioners’ meeting will be held at 9:00 a.m. Thursday, December 28 instead of Wednesday, December 27, due to the Christmas holiday.

**IN THE MATTER OF ADOPTING HUMAN RESOURCES ADMINISTRATIVE ASSISTANT JOB DESCRIPTION AND PAY SCALE**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adopt Human Resources Administrative Assistant job description and pay scale, effective January 1, 2018.

**Belmont County Board of Commissioners**

**Job Title:** Human Resources Administrative Assistant

**Reports To:** Human Resources Administrator

**Classification:** Classified

**Hourly Rate Base:** Based on current pay scale

**Job Duties:**

- Customer Service: Attends to the needs of vendors, visitors and employees. Serves as point of contact and assists with communication efforts for county-wide messages and events.
- Data: Keeps HR files updated with most current information. Collects and maintains files in accordance with county, state, and federal policies and regulations.
- Benefits Administration: Assists in the preparation of notification and approval letters for FMLA. Assists prepare request forms for maternity and paid medical leave. Tracks time taken and time remaining for each employee. Assists with new hire, change of life and annual benefit enrollment.
- Event assistance: Assists with meeting and training logistics. Assists with the planning, preparation, and hosting of special events.
- Loss Control: Oversee all workers compensation claims, coordinate with MCO, TPA, BWC, employee, and department for claim management. Track and file PERRP report. Participate in Safety Council, BWC trainings, and other Safety related trainings and requirements. File incident reports timely with insurance company. Assist in other loss control activities as necessary.
- Onboarding: Responsible for all new hire onboarding; including paperwork, background check completion, drug screening as appropriate, SAMBA entry and oversight, i9 verification, personnel policy review and acknowledgement completion.
- Recruiting: Responsible for posting all open jobs, maintains and assists in developing job descriptions, coordinates interviews and assists in hiring process.
- All other duties as assigned.

**Minimum Qualifications:**

- Minimum of a high school diploma with two (2) years relevant human resources or administrative experience

- Preferred experience in public sector, dealing with HR related functions.
- Valid Driver's License.
- Ability to sit for long periods of time, occasionally lifting up to forty (40) lbs.
- Knowledge of computer systems.

	New Hire	120 Prob*	1 yr*	2 yr	3 yr	4 yr	5 yr
<b>HR Administrative Assistant</b>	\$ 12.25	\$ 12.79	\$ 13.33	\$ 13.87	\$ 14.41	\$ 14.95	\$ 15.50
<b>Effective 1/1/2018</b>							

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENTS AND REAPPOINTMENTS TO THE BELMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (TID) BOARD**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following appointments and reappointments to the Belmont County Transportation Improvement District (TID) board for a two-year term, per ORC 5540.02 (D), effective January 1, 2018 through December 31, 2019:

**Appointments**

Larry Merry, Belmont County Port Authority Director  
 Jim Zucal, Director of Public Services, City of St. Clairsville  
 James Graham, Registered Professional Engineer

**Reappointments**

J. P. Dutton, Belmont County Commissioner  
 Terry Lively, Belmont County Engineer

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION FOR VACATION OF T-277 (CULSKA RD) LOCATED IN RICHLAND TWP. SEC. 13, T-7, R-4/RD. IMP 1163**

Motion made by Mr. Thomas, seconded by Mr. Meyer to accept the following Public Road Petition for the vacation of T-277 (Culaska Road) located in Richland Township, Sec. 13, T-7, R-4 and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1163 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION  
Rev. Code Sec. 5553.04  
 WITH PETITION**

Belmont County, Ohio

December 12, 2017  
 IMP- 1163

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

*The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of: T-277 (Culaska Rd.) located in Richland Township Sec. 13, T-7, R-4*

*a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.*

*The following is the general route and termini of said road:*

Starting at 0.22 miles from the intersection of Cty Rd 56 (Country Club Rd.) and T-277 (Culaska Rd.) going another 0.22 miles in a eastern direction to the dead end of T-277 (Culaska Rd.)

**PUBLIC ROAD PETITION**

Michael W. Myers /s/	47401 Culaska Rd.
Michael W. Myers	St. Clairsville, OH 43950
Donald L. Stephens /s/	66560 Warnock Rd.
Donald L. Stephens	St. Clairsville, OH 43950
Aaron Drewett /s/	65980 Country Club Rd.
Aaron Drewett	Belmont, OH 43718
Pria Myers /s/	47401 Culaska Rd.
Pria Myers	St. Clairsville, OH 43950
Scott D. Stephens	65880 Country Club Rd.
Scott Stephens /s/	Belmont, OH 43718
Sharrie E. Stephens	65880 Country Club Rd.
Sharrie E. Stephens /s/	Belmont, OH 4378
Rebecca A. Elizeus /s/	66631 Country Club Road
Rebecca A. Elizeus	St. Clairsville, OHIO 43950
Adam K Elizeus	66631 Country Club Road
Adam K Elizeus /s/	St. Clarisville, OHIO 43950
Jessica R Meyers	65470 Garrett Hill Rd
Jessica R Meyers /s/	St. Clairsville, OH 43950
Ronald L. Meyers Jr.	65470 Garrett Hill Rd.
Ronald L. Meyers /s/	St. Clairsville, OH 43950
Brenda S. Myers	65368 Garrett Hill Rd.
Brenda S. Myers /s/	St. Clairsville, OH 43950
Roger W Myers Jr.	65368 Garrett Hill Rd.
Roger W Myers Jr. /s/	St. Clairsville, OH 43950
Tyler Otto	65350 Garrett Hill rd.
Tyler Otto /s/	St. Clairsville, OH 43950
Sommer Simpson	47389 Culaska Road

December 20, 2017

Sommer Simpson /s/ St. Clairsville, OH 43950  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF T-277 (CULSKA RD) LOCATED IN RICHLAND TWP. SEC. 13, T-7, R-4/RD IMP 1163**      **Office of County Commissioners**  
**Belmont County, Ohio**  
**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice Thereof on Public Road Petition**  
**Rev. Code, Sec. 5553.05**  
**RD. IMP. 1163**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 20th day of December, 2017 at the office of the Commissioners with the following members present:

Mr. Thomas  
Mr. Dutton  
Mr. Meyer

Mr. Thomas moved the adoption of the following:

**RESOLUTION**

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate T-277 (Culska Road) Richland Township, Section 13, T-7, R-4.

RESOLVED, That the 10th day of January, 2018 at 11:30 o'clock A.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 17th day of January, 2018 at 9:45 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted December 20, 2017

Bonnie Zuzak /s/  
Assistant Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating,:" "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING**  
**PUBLIC ROAD (by publication)**  
**Rev. Code, Sec., 5553.05**

**ROAD IMP. #1163**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of T-277 (Culska Road) located in Richland Twp. Sec. 13, T-7, R-4, a public road, the general route and termini of which Road are as follows:

Starting at 0.22 miles from the intersection of Cty Rd 56 (Country Club Rd.) and T-277 (Culska Rd.) going another 0.22 miles in a eastern direction to the dead end of T-277 (Culska Rd.)

Said Board of County Commissioners has fixed the 10th day of January, 2018, at 11:30 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 17th day of January, 2018, at 9:45 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,  
Belmont County, Ohio

Bonnie Zuzak /s/  
Bonnie Zuzak, Assistant Clerk

**ADV. TIMES LEADER (2) Tuesdays – December 26, 2017 and January 2, 2018**

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH BLACK & VEATCH CORPORATION**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into a Roadway Use Maintenance Agreement with Black & Veatch Corporation, effective December 20, 2017, for the use of 0.58 miles of CR 68 (Flushing North East Road) and .09 miles of CR 10 (Black Oak Road) for construction activity for the F-S-C-T-Line/Substation project.

Note: Bond # 09273124 for \$268,000 on file.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT**  
**FOR ELECTRIC TRANSMISSION LINE 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 BLACK & VEATCH CORPORATION, whose address is 11401 Lamar Avenue, Overland Park, KS 66211-1508 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

WHEREAS, Operator is the constructor of certain transmission lines and substations, and intends to construct the Flushing-Smyrna-Cambridge 69kV transmission line and installation of the Flushing substation, including the equipment and facilities, necessary for the construction of the Flushing-Smyrna-Cambridge 69kV transmission line and installation of the Flushing substation (hereafter collectively referred to as the "F-S-C T-line/Substation project") located in Flushing Township in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of .58 miles of CR 68 (Flushing North East Rd) and .09 miles of CR 10 (Black Oak Rd) for the purpose of ingress to and egress from the F-S-C T-Line/Substation project, for traffic necessary for the purpose of constructing the project facilities, (hereinafter referred to collectively as "Construction 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 Construction Activity; and

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

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

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Construction Activity, prior to the start of Construction 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 10 (Black Oak Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with Mill Road and ending approximately 430' North on CR 10 (Black Oak Road) at the Flushing Station site a total of .09 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 10 (Black Oak Road) for any of its Construction Activities hereunder.
2. The portion of CR 68 (Flushing North East Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the Harrison County Line and ending approximately .58 miles South of the county line. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 68 (Flushing North East Road) for any of its Construction Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Construction 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 Construction Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Construction Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.
5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Construction Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Construction Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.
6. Unless accepted for the reasons provided below, prior to the Construction Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Construction Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$268,000.00 & 00/100 DOLLARS (\$400,000.00 per mile asphalt; \$200,000 per mile chipseal, \$100,000 per mile gravel). 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 electric transmission power line site.
  - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
15. Agreement shall be governed by the laws of the State of Ohio.
16. This Agreement shall be in effect on 2017.

Executed in duplicate on the dates set forth below.

**Authority**

By: Mark A. Thomas /s/

Commissioner

By: J. P. Dutton /s/

Commissioner

By: Josh Meyer /s/

**Operator**

By: David L. Abrams /s/

Printed name: David L. Abrams

Company Name: Black & Veatch

Commissioner

By: Terry Lively /s/

Company Engineer

Dated: 12-20-17

Approved as to Form:

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

County Prosecutor

Upon roll call the vote was as follows:

Title: Director-Power Delivery

Dated: 12-11-2017

Mr. Thomas Yes

Mr. Dutton Yes

Mr. Meyer Yes

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Rice Olympus Midstream, LLC, effective December 20, 2017, for the use of 1.70 miles of CR 56 (Country Club Road) and 0.51 miles of CR 5 (Glencoe Road) for pipeline or drilling activity for the Skyhawk to Monster Jam pipeline.

*Note: County Wide Bond # B008958 for \$3 million on file.*

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Rice Olympus Midstream, LLC whose address is 2200 Rice Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township 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 oil and gas leasehold, and intends to develop and operate the [Skyhawk to Monster Jam Pipeline], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [Skyhawk to Monster Jam Pipeline] (hereafter collectively referred to as "oil and gas development site") located in Richland Township in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use 1.70 miles of CR 56 (Country Club Road) and 0.51 miles of CR 5 (Glencoe Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the (Skyhawk to Monster Jam Pipeline), for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 56 (Country Club Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of SR 149 (Belmont Warnock Road) and ending at the intersection with TR 277 (Culska Road) It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 (Country Club Road) for any of its Pipeline or Drilling Activities hereunder.

2. The portion of CR 5 (Glencoe Road) to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with SR 9 (Warnock St Clairsville Road) and ending at the pipeline access It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 (Glencoe Road) for any of its Pipeline or Drilling Activities hereunder.

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

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

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

6. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$884,000 & 00/100 DOLLARS (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied: The Operator has obtained a County-Wide Bond (B008958) in the amount of \$3,000,000 (Three Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.

a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.



- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
  - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
  8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
  9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
  10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
  11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
  12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
  13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
  14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
  15. Agreement shall be governed by the laws of the State of Ohio.
  16. This Agreement shall be in effect on December 20, 2017.

Executed in duplicate on the dates set forth below.

**Authority**

By: Mark A. Thomas /s/

Commissioner

By: J. P. Dutton /s/

Commissioner

By: Josh Meyer /s/

Commissioner

By: Terry Lively /s/

Company Engineer

Dated: 12-20-17

Approved as to Form:

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

County Prosecutor

Upon roll call the vote was as follows:

**Operator**

By: Joshua Snedden /s/

Printed name: Joshua Snedden

Company Name: Rice Olympus Midstream, LLC

Title: Midstream Permitting Specialist

Dated: 11/29/17

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH STRIKE FORCE EAST, LLC**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Strike Force East, LLC, effective December 20, 2017, for the use of 0.2 miles of CR 56 (Mt. Victory Road) for pipeline or drilling activity for the Hendershot Well Spur pipeline.

Note: *Blanket Bond #B009860 for \$2 million on file.*

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

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Strike Force East, LLC whose address is 2200 Rice Drive, Canonsburg, PA 15317 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

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

**WHEREAS**, Operator intends to commence use 0.2 miles of CR 56 (Mt. Victory Road) for the purpose of ingress to and egress from the pipeline or drilling facilities for the [Hendershot Well Spur pipeline] for traffic necessary for the purpose of constructing the pipeline or drilling facilities, (hereinafter referred to collectively as "Pipeline or Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 56 (Mt. Victory Road) to be utilized by Operator hereunder, is that exclusive portion beginning at TR 1558 Brian Street and ending at the pipeline access point (39.884742, -80.828846). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 (Mt. Victory Road) for any of its Pipeline or Drilling 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 or Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline or Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

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

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 or Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline or Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$80,000 & 00/100 DOLLARS (\$400,000.00/mi paved & \$100,000/mi gravel). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied. The Operator has obtained a County-Wide Bond (B009860) in the amount of \$2,000,000 (Two Million Dollars), therefore satisfying Condition c below. This bond is on file at the Belmont County Engineer's Office and is for use of any County Road.

- 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 December 20, 2017.

Executed in duplicate on the dates set forth below.

**Authority**  
 By: Mark A. Thomas /s/  
 Commissioner  
 By: J. P. Dutton /s/  
 Commissioner  
 By: Josh Meyer /s/  
 Commissioner  
 By: Terry Lively /s/  
 Company Engineer  
 Dated: 12-20-17  
 Approved as to Form:  
David L. Liberati /s/ Assist. P. A.  
 County Prosecutor

**Operator**  
 By: Joshua Sneddon /s/  
 Printed name: Joshua Sneddon  
 Company Name: Strike Force East, LLC  
 Title: Midstream Permitting Specialist  
 Dated: 10/11/17

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 VENDOR AGREEMENTS FOR TITLE XIX TRANSPORTATION SERVICES/BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Myer to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective, January 1, 2018 to December 31, 2018 for the provision of Title XIX transportation services:



<b>VENDOR</b>	<b>CONTRACT AMOUNT NOT TO EXCEED</b>
Barnesville Taxi Service	\$400,000.00
Martins Ferry EMS	\$400,000.00
Neffs Fire Department	\$450,000.00
NCR Foundation	\$350,000.00

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

This agreement to provide transportation is made and entered into this 20th day of December, 2017 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Taxi Service, a provider of Title XIX Service, hereinafter referred to as Provider. This agreement will be effective from January 1, 2018 through December 31, 2018 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. This year's contract is the final one of that awarded under a Request for Proposal (RFP) for the years 2016, 2017, and 2018. The County Department of Job and Family Services will procure new contracts through the RFP process for the years 2019, 2020, and 2021 if funding is available.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$7.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the provider.

The maximum amount billable under this agreement will not exceed \$ 400,000.00

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

- D. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- E. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. I hereby understand and agree to the terms of this agreement.

This agreement signed on the 20th day of December, 2017.

Signature Vince Gianangeli /s/  
Dept. of Job and Family Services  
Belmont County Department of Job and Family Services  
68145 Hammond Rd.  
St. Clairsville, Ohio 43950  
(740) 695-1074  
Date 12-7-17  
Signature Mark A. Thomas /s/  
Signature J. P. Dutton /s/  
Signature Josh Meyer /s/  
Belmont County Commissioners  
Approved as to form David K. Liberati /s/  
Prosecutor

Signature Aaron K. Wildman /s/  
Provider Signature  
Date 12-14-17  
Date 12-20-17  
Date 12-20-17  
Date 12-20-17  
Date 12-19-17

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

This agreement to provide transportation is made and entered into this 20th day of December, 2017 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and Martins Ferry EMS, a provider of Title XIX services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2018 through December 31, 2018 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

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

- persons served under this agreement.
- O. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- P. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- Q. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- R. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- S. This year's contract is the final one of that awarded under a Request for Proposal (RFP) for the years 2016, 2017, and 2018. The County Department of Job and Family Services will procure new contracts through the RFP process for the years 2019, 2020, and 2021 if funding is available.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider \$3.00 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the provider.

The maximum amount billable under this agreement will not exceed \$400,000.00.

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

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

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

This agreement signed on the 20th day of December, 2017.

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

Signature Robert Krajnyak /s/  
Provider Signature

Belmont County Department of Job and Family Services  
68145 Hammond Rd.  
St. Clairsville, Ohio 43950  
(740) 695-1074

Date 12-7-17

Date 12-11-17

Signature Mark A. Thomas /s/

Date 12-20-17

Signature J. P. Dutton /s/

Date 12-20-17

Signature Josh Meyer /s/

Date 12-20-17

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

Date 12-19-17

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

This agreement to provide transportation is made and entered into this 20th day of December, 2017 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and Neffs EMS, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2018 through December 31, 2018 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- T. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- U. The Provider understands that this written agreement supersedes all oral agreements.
- V. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- W. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- X. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- Y. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- Z. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- AA. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- BB. This year's contract is the final one of that awarded under a Request for Proposal (RFP) for the years 2016, 2017, and 2018. The County Department of Job and Family Services will procure new contracts through the RFP process for the years 2019, 2020, and 2021 if funding is available.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider \$3.00 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the provider.

December 20, 2017

The maximum amount billable under this agreement will not exceed \$450,000.00.

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

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

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

This agreement signed on the 20th day of December, 2017.

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

Signature Donald Keyser /s/  
Provider Signature

Date 12-7-17

Date 12-20-17

Signature Mark A. Thomas /s/

Date 12-20-17

Signature J. P. Dutton /s/

Date 12-20-17

Signature Josh Meyer /s/

Date 12-20-17

Belmont County Commissioners

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

Date 12-19-17

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT

This agreement to provide transportation is made and entered into this 20th day of December, 2017 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department and NCR Foundation, a provider of Title XIX services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2018 through December 31, 2018 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- CC. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- DD. The Provider understands that this written agreement supersedes all oral agreements.
- EE. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- FF. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- GG. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- HH. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- II. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- JJ. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- KK. This year's contract is the final one of that awarded under a Request for Proposal (RFP) for the years 2016, 2017, and 2018. The County Department of Job and Family Services will procure new contracts through the RFP process for the years 2019, 2020, and 2021 if funding is available.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider \$2.50 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the consumer requires hands on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the provider.

The maximum amount billable under this agreement will not exceed \$350,000.00.

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

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

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

This agreement signed on the 20th day of December, 2017.

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

Signature Peggy Hickenbottom /s/  
Provider Signature

Date 12-7-17

Date 12-7-17

Signature Mark A. Thomas /s/

Date 12-20-17

Signature J. P. Dutton /s/

Date 12-20-17

Signature Josh Meyer /s/

Date 12-20-17

Belmont County Commissioners

Approved as to form David K. Liberati /s/  
Prosecutor

Date 12-19-17

Upon roll call the vote was as follows:

December 20, 2017

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

**IN THE MATTER OF APPROVING THE MEMORANDUM OF AGREEMENT  
FOR DEPOSIT OF PUBLIC FUNDS (OHIO) WITH WESBANCO BANK, INC.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the *Memorandum of Agreement for Deposit of Public Funds (Ohio)* with WesBanco Bank, Inc., pursuant to ORC 135.182 (Ohio pooled collateral program), for the deposit of Active, Inactive, and Interim moneys for the period commencing December 20, 2017 and ending June 30, 2022.

**MEMORANDUM OF AGREEMENT  
FOR DEPOSIT OF PUBLIC FUNDS  
(OHIO)**

WHEREAS, **WesBank Bank, Inc.**, a financial institution incorporated under the laws of the State of West Virginia, qualified to do business in Ohio and with offices located within the state of Ohio, is hereinafter referred to as the "Financial Institution," having capital funds as defined by Section 135.01(c) of the Revised Code sufficient to meet the requirements of Ohio law as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commission that for the full term beginning ~~DECEMBER 30, 2017~~ and ending **June 30, 2022**, both inclusive, it will accept for deposit and safekeeping the maximum sum of **TWENTY FIVE MILLION DOLLARS (\$25,000,000.00)** or any part thereof of the active deposits of the Belmont County Commission, and it will accept for deposit and safekeeping the maximum sum of **TEN MILLION DOLLARS (\$10,000,000.00)** or any part thereof of the interim and inactive deposits of said subdivision as active, interim and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in the written proposal, and pursuant to the Ohio Depository Act, offered to pledge and deposit with the State Treasurer or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions by said Belmont County Commission security of the kind specified in Section 135.18, and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety company bond or bonds in a sum required by said Ohio Depository Act; and

WHEREAS, the said Belmont County Commission has accepted the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth:

**TWENTY FIVE MILLION DOLLARS (\$25,000,000.00)** for the period beginning ~~DECEMBER 30, 2017~~ ending **June 30, 2022** as active deposits; and **TEN MILLION DOLLARS (\$10,000,000.00)** for the period beginning ~~DECEMBER 30, 2017~~ and ending **June 30, 2022** as interim and inactive deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, inactive, and interim deposits awarded totals **THIRTY FIVE MILLION DOLLARS (\$35,000,000)**, a total which does not exceed the limit set by Section 135.03, of the Revised Code, thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of Belmont County Commission and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Commission, said Financial Institution now hereby agrees to receive from said Belmont County Commission the sum of **TEN MILLION DOLLARS (\$10,000,000.00)** of the moneys of said Belmont County Commission coming into the hands of the Treasurer of said Belmont County Commission as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the State Treasurer or his designated Trustee to said Belmont County Commission for the benefit of said Belmont County Commission and to its satisfaction, and to the satisfaction of the legal adviser of Belmont County Commission as to form, eligible securities of aggregate market value equal to 102% of the excess of the amount of public moneys to be at the time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code or such lesser amount as may be approved by the Treasurer of Ohio. The said Financial Institution will offer the following security to secure said award.

Types of securities deposited or security offered:

Qualifying collateral pursuant to O.R.C. 135.18 or 135.181 Amount: Up to \$35,000,000

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Ohio Depository Act:

Itemize	Market Value
<u>U.S. Treasuries and other eligible securities</u>	\$ <u>(as needed)</u>

b. Surety company bond or bonds in the sum required by Section 135.18; Revised Code:

Itemize	Market Value
<u>Eligible Federal Home Loan Bank letters of credit</u>	\$ <u>(as needed)</u>

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commission executed by such authorized person (s) and according to such procedure as said Belmont County Commission may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file such daily reports with the Ohio Treasurer as are required by the Uniform Depository Act and with the Treasurer of Belmont County Commission on a monthly statement each month during any time that a part of the award is on deposit a statement showing the balance of such active, interim, and inactive moneys in its possession, and Belmont County Commission in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning December 30, 2017 and ending June 30, 2022, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of Belmont County Commission as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers, this 20th day of DEC, 2017.

WESBANCO BANK, INC.

Corporate Seal

By \_\_\_\_\_  
**Jeff Graustaff**  
 Senior Vice President, Bank Operations

Belmont County Commission

By Marta Thomas, President  
 Name Title of Office Held

By OPITA Commissioner  
 Name Title of Office Held

By [Signature] Commissioner  
 Name Title of Office Held

Upon roll call the vote was as follows:

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



**LEASE AGREEMENT WITH THE BELMONT COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES FOR  
FOX-SHANNON AND MARTINS FERRY LOCATIONS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the renewal of the one-year lease agreements with the Belmont County Department of Job and Family Services for the Fox-Shannon and Martins Ferry locations, effective January 1, 2018, as follows:

<u>Building Location</u>	<u>Annual Amount</u>
310 Fox-Shannon Place	\$ 1,972.29
302 Walnut St., Martins Ferry	\$24,508.00

**2018 LEASE AGREEMENT**

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont County Department of Job & Family Services**, Lessee, leases to the Lessee, the following premises:

Fourteen thousand two hundred twenty five (14,225) square feet of office space in the building known as the **310 Fox Shannon Place** and located at **310 Fox Shannon Place, St. Clairsville, Ohio 43950**.

For the term of one (1) year commencing on January 1, 2018 at a total cost of \$1,972.29, payable in nine (9) monthly installments of \$164.36 and three (3) monthly installments of \$164.35 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Said amount is calculated from the original amortization schedule.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay rent for capital cost purposes at the amounts designated in the forty (40) year amortization schedule on file with the Commissioners' office. Property insurance on this facility is collected in the annual cost allocation plan as part of the Shared indirect cost amount. Other operating costs such as utilities, etc., are paid directly by Lessee.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 20<sup>th</sup> day of December, 2017, at St. Clairsville, Ohio.

Mark A. Thomas /s/

Mark A. Thomas, President  
Belmont County Board of Commissioners  
Lessor

Vince Gianangeli /s/

Vince Gianangeli, Director  
Belmont County Dept. of Job & Family Services  
Lessee

Approved as to form:

David K. Liberati /s/

David K. Liberati  
Belmont County Assistant Prosecutor

**2018 LEASE AGREEMENT**

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:

Nine thousand eight hundred and sixty-one (9,861) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935**.

For the term of one (1) year commencing on January 1, 2018 at a total cost of \$24,508.00, payable in eight (8) monthly installments of \$2,042.00 each and four (4) monthly installments of \$2,043.00 each, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay in conjunction with capital costs and insurance, the actual operational costs which represent the Lessee's actual utility payments for electric, gas, water, and sewage directly to the vendor providing said services. In the event of termination of this lease, lessee

agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and insurance costs are calculated from the annual Maximus Cost Allocation Plan. All utility payments are derived from actual billings from each individual provider.

11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.

12. The Lessee shall be responsible for maintenance service repairs and janitorial service.

13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.

14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.

16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.

17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 20th day of December, 2017, at St. Clairsville, Ohio.

Mark A. Thomas /s/

Mark A. Thomas, President  
Belmont County Board of Commissioners  
Lessor

Vince Gianangeli /s/

Vince Gianangeli, Director  
Belmont County Dept. of Job & Family Services  
Lessee

Approved as to form:

David K. Liberati /s/

David K. Liberati  
Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR LICENSE FOR  
TITAN FOOD AND BEVARAGE LLC, DBA BARTON TRAP**

Motion made by Mr. Thomas, seconded by Mr. Dutton to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new D5 Permit No. 8945536, for Titan Food and Beverage LLC, DBA Barton Trap, 1st Floor & Basement & Patio, 70736 Main St, Colerain Township, Barton, Ohio 43905. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF  
DONATION FROM ROVER PIPELINE, LLC FOR EMA**

Motion made by Mr. Thomas, seconded by Mr. Meyer to acknowledge receipt of a \$10,000.00 donation from Rover Pipeline, LLC, to the Belmont County Emergency Management Agency for the purchase of a Task Force vehicle.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Richard Hord inquired about the financial outlook for Belmont County in 2018 and if there was a possibility of cutbacks. Mr. Dutton said they are still finalizing the budget and there may be a possibility of cutbacks. There is a future decrease in funds due to the MCO tax cutbacks and the Ohio Valley Mall transition with some of the bigger stores leaving which affects sales taxes. There are some challenges with public safety and the amount of inmates at the jail. Mr. Thomas said the Board will formulate a fair, reasonable budget. If it includes cuts they will explain in detail to department heads. He said Belmont County finishes the year with strong finances and will continue to be as fiscally conservative as possible. They will be watching the budget throughout the year and he feels there is always room for people to trim their budget. The Commissioners will also be paying close attention to public safety and that crime and the jail population can't be predicted.

**RECESS**

**9:30 Director Bryan Minder, Belmont County 911**

**Re: Department Update**

Present: Bryan Minder, 911 Director, James Delman, 911 Assistant Director, Channel 9 news and Robert DeFrank, Times Leader.

Mr. Minder said they have had 36,991 911 calls through December 19. Eighty-seven percent of the calls have come from wireless or phone over voice internet phones. They have had 52,057 transactions where they have sent out police officers, fire trucks or ambulances to respond to a call. He said they have started taking over St. Clairsville Police dispatching yesterday. It has been a smooth transition since they already had everything in place. Mr. Minder said the Code Red emergency mass notification system will be adding HAAS (Hazmatt Analytical Alerting System) next year. It is a list of Tier 2 facilities in Belmont County that has hazardous materials. They will be plotted out on a map what materials are where and can alert the public before the emergency vehicles gets to the scene. They now have 60,000 minutes of use with Code Red, but will have unlimited minutes next year. Since the renewal of the 1 mill Radio Upgrade levy passed several projects will be done next year. They include upgrading the microwave system on six towers-they have not been upgraded in 20 years. The paging system will be upgraded and two more frequencies will be added. They are also working on getting texting ability for 911 calls. A tactical dispatching system is also being added. It will allow a supervisor and dispatcher to be sent to a major emergency scene and they will be able to work from the scene. Mr. Thomas said Belmont County's 911 system is very effective and efficient. He thanked the entire staff and the taxpayers for renewing the levy.

**RECESS**

**Facilities Manager, Jack Regis**

**Re: Department Update**

Present: Jack Regis and Robert DeFrank, Times Leader

Mr. Regis reviewed some projects they have been working on. He is getting prices for a fork attachment for the John Deere tractor, it will make it safer to unload trucks. He is also getting quotes for roof repairs at Annex III. He gave the Board plans to review for a sewer line at the Animal Shelter. Mr. Regis will be working with Dog Warden Lisa Williams on some projects at the Animal Shelter and they will also be doing some work at 911 and Sargus.

Mr. Thomas noted the 10:30 agenda item scheduled for today, (Budget Discussion) will be held tomorrow after the 1:30 budget discussion with the Division Court Judges if necessary.

**RECESS**

**Reconvened Thursday, December 21 at 1:30 p.m. Present: Commissioners Thomas, Dutton and Meyer, Jayne Long, Clerk and Bonnie Zuzak, Assistant Clerk.**

**1:30 p.m. Division Court Judges Budget Discussion**

Present: Judge Eric Costine, Rosalee Ralston and Donna Cottage, County Court Clerks, Jaclynn Smolenak and Lisa Vannoy, Commissioners Office Assistant Clerks.

Mr. Thomas explained they will be discussing the proposed 2018 budget; no decision will be made today. They are meeting per the Judges request. He noted Judge Berhalter is ill and Judge Davies is still on the bench. Mr. Thomas said he talked to Judge Davies yesterday regarding the budget. Mr. Thomas said the consolidation of the three courts into one building may result in savings to the county. Judge Costine said most of their budget goes into salaries and wanted to know if it's the boards' intent to cut salaries. Mr. Thomas said they have no intention of cutting salaries, but there may be no additional money for increases. He said the court system has to run per the statute, so there are certain things the board can do and certain things they can't do to operate the efficient system of the court. The Commissioners' position is a 5% cut across the board, with the majority of the money to go to the Sheriff. Mr. Dutton said they have a willingness to work through the courts' needs. All will be absorbing the cuts except for the Sheriff. They are trying to be as conservative as possible regarding the budget and will be watching it closely throughout the year. Mr. Thomas said the biggest issue is county government is getting less and less money from the state and federal level and all counties in Ohio are having to cut their budgets. "The challenge the Commissioners have is to figure out a happy medium between being fiscally responsible to the tax payers of Belmont County and then also operating within our means per the Ohio Revised Code," said Mr. Thomas.

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 2:20 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adjourn the meeting at 2:20 p.m.  
Upon roll call the vote was as follows:

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

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

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

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

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

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

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

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