

St. Clairsville, Ohio

May 2, 2018

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

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

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

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

IN THE TOTAL AMOUNT OF \$332,072.35

Upon roll call the vote was as follows:

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

K00 M.V.G.T FUND/ENGINEERS

FROM	TO	AMOUNT
E-2813-K000-K37.000 Other Expenses	E-2813-K000-K40.074 Transfers Out	\$156,720.00

M67 ALTERNATIVE SCHOOL/JUVENILE COURT

FROM	TO	AMOUNT
E-0400-M067-M08.011 Contracts	E-0400-M067-M05.008 Insurances	\$6,000.00

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:

H00 PUBLIC ASSISTANCE FUND AND THE H10 CHILD SUPPORT ENFORCEMENT ADMIN FUND/BCDJES

FROM	TO	AMOUNT
E-2510-H000-H17.000 Other Expenses	R-2760-H010-H06.574 Transfers	\$98,947.00

K00 M.V.G.T. FUND AND THE O39 BOND RET-BRIDGE/RETAINING WALL FUND/ENGINEERS

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$156,720.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR

THE DELTA DENTAL CHARGEBACKS FOR

THE MONTHS OF APRIL & MAY, 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer

of funds for the Delta Dental Chargebacks for the months of April & May, 2018.

FROM	TO	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	19,596.94
E-0170-A006-G10.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	524.62
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	562.32
E-0400-M060-M64.008 CARE & CUSTODY	R-9891-Y091-Y07.500	102.88
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	205.76
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	205.76
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	205.76
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	27.60
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	36.76
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	102.56
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	135.44
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	37.02
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	190.34

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E-2233-F085-F01.002 Child & Family Health Services	R-9891-Y091-Y07.500	5.92
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	503.38
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	205.76
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,728.18
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	646.35
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	102.88
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	257.20
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	205.76
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	308.64
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,646.08
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	0.00
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	0.00
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,883.20
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	640.54
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	0.00
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	514.40
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	3,586.72
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	589.80
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,460.76
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	37.70
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	<u>102.88</u>
TOTAL		37,155.47

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS**

FOR THE MONTHS OF APRIL & MAY, 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for the Vision Insurance Chargebacks for the months of April & May, 2018.

FROM	TO	AMOUNT
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	5,407.20
E-0170-A006-G10.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	147.06
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	159.12
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	12.06
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	55.44
E-0400-M060-M64.008 CARE & CUSTODY	R-9891-Y091-Y06.500	27.72
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	55.44
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	55.44
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	482.76
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	168.75
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	981.18
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	27.72
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y06.500	69.30
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	55.44
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	7.78
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	40.44
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	10.18
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	51.30
E-2233-F085-F01.002 CHILD & FAMILY HEALTH SERV.	R-9891-Y091-Y06.500	1.88
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	38.40
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	14.98
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	55.44
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	136.36
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	83.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	443.52
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	0.00
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	0.00
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	571.32
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38

E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	523.00
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	177.92
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	138.60
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	162.72
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	405.00
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	27.72
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>12.06</u>
TOTAL		10,923.39

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated May 2, 2018, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Meyer granting permission for county employees to travel as follows:
AUDITOR'S-Roger Conroy to Columbus, OH, on June 4-6, 2018, to attend the County Auditor's Association of Ohio 2018 Summer Conference. Estimated expenses: \$500.00

DJFS-Sarah Smith, Stephanie Frey and Pat Long to Akron, OH, on May 22-23, 2018, to attend the CCMEP Case Management Training. A county vehicle will be used for travel. Estimated expenses: \$493.20

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 25, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM ROCK HILL CADET PROGRAM TO EMA

Motion made by Mr. Dutton, seconded by Mr. Meyer to acknowledge receipt of a \$643.65 donation from Rock Hill Cadet Program, to the Belmont County Emergency Management Agency for EMA related training.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM PROPERTY MAINTENANCE SERVICES, INC/FORMER HEALTH PLAN BUILDING

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the quote dated May 1, 2018, from Property Maintenance Services, Inc., to cut and trim all lawn areas surrounding the two former Health Plan buildings in the amount of \$340.00 per cut (if scheduled weekly) on an as needed basis.



64440 National Rd/Bridgeport, OH 43912
Tel: 740-635-0590 or 866-880-1367
Fax: 740-635-0650
www.learnpmisi.com

Former Health Plan
52160 National Rd.
St. Clairsville, OH 43950
Lawn Season 2018
April 1, 2018 – November 15, 2018

Property Maintenance Services, Inc. will supply all labor, equipment, and necessary supervision to cut and trim all lawn areas surrounding both facilities for the sum of \$340.00 per cut (if scheduled weekly). Upon completion of mowing, all clippings will be blown free of all paved or concrete areas.

Per email received on 4/30/2018, it is now our understanding that the decision moving forward will be on an as needed basis and will be up to the commissioners of when they plan the next cut. As of 5/1/18 the facility has not been cut which will require double cutting the grass area. The initial cut will be \$680.00. We will not be responsible for the removal of any clippings which will occur due to the height of the grass. Thereafter, if the grass is not put on a weekly schedule, the price will be altered accordingly per cut.

Note: After the initial cut, the Board of Commissioners will Advise Property Maintenance Services, Inc. as to when the next mowing needs completed. See Above.

The above rate is based on mowing of these areas on a weekly basis or on an as needed basis during the dormant or dry months of summer. Should you choose to extend the mowing of these areas, or your lawn is unable to be serviced due to weather conditions, and the grass be left to exceed the normal cutting height, the price will then be 1 and 1/2 times the above quoted price. Depending on weather, treated lawns will grow an additional two inches per week as compared to an untreated lawn. This may require your lawn to be maintained on a four to five day schedule during the peak months of grass growth. Should there be a need to change the scope of work at your residence, it will need to be scheduled through the office. Our personnel are not permitted to perform any additional services unless authorized by management.

You may be interested in knowing that our employees are trained, insured, and uniformed who share our management's commitment to do your job right. We also use new up-to-date equipment and carry full accident, liability, and workman's compensation on our employees, as well as having a WV Contractor's License.

Property Maintenance Services, Inc. has a Net 30 payment policy. Failure of payment will result in immediate termination of all work being performed onsite. All services will be billed on a bi-weekly basis

Thank you for giving Property Maintenance Services, Inc. the opportunity to service your needs. We will always do our best in giving you the level of performance you expect. Please view our website for additional information. Should you have any questions concerning this proposal, please feel free to call our office at your convenience

Either party may terminate this agreement upon ten (10) days written notice. Please sign in the space provided below to signify that you accept and understand the terms explained above. Please keep a copy for yourself and send the original signed copy back to our office.

ACKNOWLEDGED AND AGREED

Purchaser

Property Maintenance Services, Inc.

George Krystof President

Date DATE APPROVED 5-2-18

MALCOLM
BELMONT COUNTY COMMISSIONERS

May 1, 2018
Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING THE RESOLUTION REGARDING THE WAIVER OF BELMONT COUNTY SANITARY SEWER'S CONNECTION FEE FOR THE FORCE MAIN PROJECT ADOPTED MARCH 5, 2004

Motion made by Mr. Dutton, seconded by Mr. Meyer to rescind the resolution regarding the waiver of Belmont County Sanitary Sewer's connection fee for the Force Main Project adopted March 5, 2004. The reason for rescinding the resolution is due to the District adopting a unified fee schedule including capacity fee, for all customers regardless of the type of sewer connection.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE FILING OF THE FY 2018 BELMONT COUNTY COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM APPLICATION TO THE STATE OF OHIO, OFFICE OF COMMUNITY DEVELOPMENT

WHEREAS, the Belmont County Commissioners have determined a need to upgrade the housing stock of the county and provide grant funds to low and moderate income households for this purpose; and

WHEREAS, the Ohio Office of Community Development has made available on a competitive basis funds for this purpose.

BE IT RESOLVED; that Commission President J. P. Dutton be authorized to apply for \$700,000 from the Ohio Office of Community Development to undertake Private Rehabilitation, Home Repair and Home Repair-Septic activities in the County as well as the City of Martins Ferry with the 2018 Community Housing Impact and Preservation Program.

Adopted this 2nd day of May, 2018.

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

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

IN THE MATTER OF THE VACATION OF T-16 (BETTS RD.) & T-17 (DODY RD.) SOMERSET TWP. SEC. 25, T-7, R-6/RD IMP 1160

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the following Public Road Petition for the vacation of Township Road 16 (Betts Road) and Township Road 17 (Dody Road) located in Somerset Township, Sec. 25, T-7, R-6 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 #1160 in accordance with Ohio Revised Code Section 5553.04.

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

Belmont County, Ohio

**April 24, 2018
IMP- 1160**

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: Betts Rd. (T-16) and Dody Rd. (T-17) located in Somerset Twp. Sec 25-07-06

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:

In the Property of **Hothem Family Properties** (Parcel # 37-00373.000) with Dody Rd. entering from the eastern side of the property going in a southwest direction for 0.527 miles to the Monroe County line. Also Betts Rd. (T-16) starting from northwest part of property corner going in a southeast direction for 0.269 miles to where it intersect Dody Rd. (T-17)

PUBLIC ROAD PETITION

<i>Shawn McChesney /s/</i>	32880 Webber Rd.
Shawn McChesney	Avon Lake, OHIO 44012
<i>Loretta McChesney /s/</i>	32880 Webber Rd.
Loretta McChesney	Avon Lake, Ohio 44012
<i>William H. McChesney /s/</i>	268 Richland Drive
William H. McChesney	Avon Lake, OH 44012
David B. Cook	54000 Boston Road Jerusalem OHIO
<i>David B. Cook /s/</i>	54000 Boston Road Jerusalem OHIO 43747
Larry Brown	51200 German Ridge Rd. Powhatan Pt. OH 43942
<i>Larry Brown /s/</i>	0 Betts Rd Barnesville
Amanda Brown	51200 German Ridge Rd. Powhatan Pt. OH 43942
<i>ABrown /s/</i>	0 Betts Rd Barnesville
<i>James J. Swartzentruber /s/</i>	54839 Somerton Highway
James J. Swartzentruber	Jerusalem, OH 43747
<i>Dennis A. Miller /s/</i>	54662 S. R.
Dennis A. Miller	Jerusalem, OH 43747
<i>Dennis Wilcox /s/</i>	36865 Holly Hill Rd.
Dennis Wilcox	Jerusalem OHIO 4377
<i>Gideon Stutzman /s/</i>	54102 S. R. 800
Gideon Stutzman	Jerusalem OHIO 43747
<i>Lydiann Stutzman /s/</i>	54102 S. R. 800
Lydiann Stutzman	Jerusalem OHIO 43747
<i>Roman Schlabach /s/</i>	53895 Renker Rd. Jerusalem Oh 43747
Roman Schlabach	
<i>Jody Wilcox /s/</i>	36865 Holly Hill Rd. Jerusalem, OH 43747
Jody Wilcox	
<i>Lizzie Swartzentruber /s/</i>	54839 Somerton Hwy. Jerusalem Oh. 43747
Lizzie Swartzentruber	
<i>Henry Wilcox /s/</i>	55421 Washington St. Somerton O.
Henry Wilcox	55421 Washington St. Somerton O. 43713

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
T-16 (BETTS RD.) & T-17 (DODY RD.)
SOMERSET TWP. SEC. 25, T-7, R-6/RD IMP 1160**

**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. 1160**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 2nd day of May, 2018 at the office of the Commissioners with the following members present:

Mr. Dutton
Mr. Meyer
Mr. Thomas

Mr. Dutton 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-16 (Betts Road) and T-17 (Dody Road) Somerset Township, Section 25, T-7, R-6.

RESOLVED, That the 16th day of May, 2018 at 12:30 o'clock P.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 23rd day of May, 2018, at 9:30 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. Dutton Yes
Mr. Meyer Yes
Mr. Thomas Yes

Adopted May 2, 2018

Jayne Long /s/
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. # 1160**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of T-16 (Betts Road) and T-17 (Dody Road) located in Somerset Twp. Sec. 25, T-7, R-6, a public road, the general route and termini of which Road are as follows:

In the Property of Hothem Family Properties (Parcel # 37-00373.000) with Dody Rd. entering from the eastern side of the property going in a southwest direction for 0.527 miles to the Monroe County line. Also Betts Rd. (T-16) starting from northwest part of property corner going in a southeast direction for 0.269 miles to where it intersect Dody Rd. (T-17).

Said Board of County Commissioners has fixed the 16th day of May, 2018, at 12:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 23rd day of May, 2018, at 9:30 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
Jayne Long /s/
Jayne Long Clerk

ADV. TIMES LEADER (2) Tuesdays – May 8, 2018 and May 15, 2018

**IN THE MATTER OF ENTERING INTO CONTRACT WITH AERO-MARK, INC.
FOR ENGINEER'S PROJECT 17-1 BEL VAR PAVEMENT MARKINGS PHASE 3**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into contract with Aero-Mark, Inc. in the amount of \$88,330.00 for the Belmont County Engineer's Project 17-1 BEL VAR Pavement Markings Phase 3, based upon the recommendation of Belmont County Engineer Terry Lively.

Note: This project is 100% federally funded.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #17-1: BEL VAR PM - PHASE 3 - PID 103722
FAN E170(536)**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 2nd day of May, 2018 between AERO-MARK, INC, 10423 Danner Drive, Streetsboro, OH 44241, and Mark Thomas, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said AERO-MARK, INC. hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to place pavement markings on portions of various County Highways in accordance with the plans and specifications and all related Work described by the Contract Documents.

All Work for BEL VAR PM - PHASE 3 - PID 103722 shall be completed within 120 calendar days after award of the project.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2016, and shall be under the direction of the County Engineer.

APPROXIMATE QUANTITY	ITEM	ITEMIZED PROPOSAL	
		UNIT PRICE BID	TOTAL AMOUNT BID
138.74 MILES	643 - EDGE LINE, 4-INCH	\$615.00	\$85,325.10

APPROXIMATE QUANTITY	ITEM	ITEMIZED PROPOSAL	
		UNIT PRICE BID	TOTAL AMOUNT BID
LUMP SUM	643 - TWO WAY RADIO EQUIPMENT	\$4.90	\$4.90
1000 EACH	832 - EROSION CONTROL	\$1.00	\$1,000.00
LUMP SUM	614 - MAINTAINING TRAFFIC	\$1,000.00	\$1,000.00
LUMP SUM	624 - MOBILIZATION	\$1,000.00	\$1,000.00
	BEL VAR PM - PHASE 3 - PID 103722 TOTAL		\$88,330.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **AERO-MARK, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners and the Ohio Department of Transportation for the faithful performance of the work, and for the security of the County and the Ohio Department of Transportation, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

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

AERO-MARK, INC.

By: Mike Krenn /s/
Mike Krenn, president
 Print/Type Signature

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT/XTO ENERGY, INC.

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into **Roadway Use and Maintenance Agreement** with XTO Energy Inc., effective May 2, 2018, for the use of 2.83 miles of CR 56 (Mt. Victory Road) for drilling activity at the West/Kaseta Wells.
 Note: Blanket Bond #B009860 for \$2 million on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and XTO Energy Inc., whose address is 801 Houston Street, Fort Worth, TX 76102 (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 [**West / Kaseta Wells**], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [**West / Kaseta Wells**] (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 of 2.83 miles of CR-56 (Mt. Victory Rd.) and N/A miles of N/A for the purpose of ingress to and egress from the [**West / Kaseta Wells**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**West / Kaseta Wells**] (hereinafter referred to collectively as "Drilling Activity"); and
WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and
WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;
NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.
FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. The portion of CR-56 Mt. Victory Rd, to be utilized by Operator hereunder, is that exclusive portion beginning at XTO West Pad continuing southeast to T-132 Little Captina Rd. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-56 (Mt. Victory Rd.) for any of its Drilling Activities hereunder.
2. The portion of CR/TR (N/A), to be utilized by Operator hereunder, is that exclusive portion beginning at N/A wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR N/A for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such

roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

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

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

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **(Existing Blanket Bond #19044749) Three Million Dollars & 00/100 DOLLARS (\$3,000,000.00)**. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

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

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

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

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

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

12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

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

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

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

16. This Agreement shall be in effect on May 2, 2018.

Executed in duplicate on the dates set forth below.

Authority

By: J. P. Dutton /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Josh Meyer /s/

Commissioner/Trustee

By: Terry Lively /s/

County Engineer

Dated: 5-2-18

Operator

By: Brian Teller /s/

Printed Name: Brian Teller

Company Name: XTO Energy Inc.

Title: Operations Manager

Dated: 4/23/18

Approved as to Form:

David K. Liberati /s/ Assist PA

County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT/ASCENT RESOURCES-UTICA, LLC

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a **Roadway Use Maintenance Agreement** with Ascent Resources–Utica, LLC, effective May 2, 2018, for drilling activity at 0.25 miles of CR 10 (Lafferty-Bannock Road) at the Bannock Well Pad.

Note: Bond not required due Ascent Resources upgrading the road, per Belmont County Engineer Terry Lively.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Ascent Resources – Utica, LLC, whose address is PO Box 18756, Oklahoma City, OK 73154 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Wheeling 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 Bannock Well Pad, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Bannock Well Pad (hereafter collectively referred to as “oil and gas development site”) located in Wheeling Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.25 miles of CR-10 (Lafferty-Bannock Road) for the purpose of ingress to and egress from the Bannock Well Pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Bannock Well Pad (hereinafter referred to collectively as “Drilling Activity”); and

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

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

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

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

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

1. The portion of CR-10 (Lafferty-Bannock Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR-1561 (Pamela Avenue) and continuing westerly for 0.25 mile to the site entrance on the south side of the roadway. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-10 (Lafferty-Bannock Road) for any of its 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 Drilling Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Drilling Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.

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

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

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

- 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.
- 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.
- 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

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

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 May 2, 2018.

Executed in duplicate on the dates set forth below.

Authority

By: J. P. Dutton /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Josh Meyer /s/

Commissioner/Trustee

By: Terry Lively /s/

County Engineer

Dated: 5-2-18

Approved as to Form:

David K. Liberati /s/ Assist PA

County Prosecutor

Upon roll call the vote was as follows:

Operator

By: Jeff Beck /s/

Printed Name: Jeff Beck

Company Name: Ascent Resources-Utica, LLC

Title: Operations Manager

Dated: 4/25/18

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

IN THE MATTER OF REAPPOINTMENTS TO THE BELMONT COUNTY FAMILY SERVICES PLANNING COMMITTEE

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following reappointments to the Belmont County Family Services Planning Committee for a two-year term effective May 23, 2018:

- Reverend William Webster, Grace Presbyterian Church
- Ms. Barbara Roman, Softite Credit Union
- Mrs. Brenna Rocchio, Belmont CDJFS - PA Administrator
- Mrs. Christine Parker, Belmont CDJFS - PCSA Administrator
- Mr. David Badia, Belmont CDJFS - CSEA Administrator
- Ms. Cathy Campbell, Tri-County Help Center
- Mr. Ed Good, Utility Workers Union of America
- Mr. Stephen Williams, Belmont County Board of Developmental Disabilities
- Ms. Sandra Nicholoff, Crossroads Counseling Services

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT TRANSFER FROM EATERIES INC/DBA GARFIELD'S RESTAURANT & PUB

Motion made by Mr. Dutton, seconded by Mr. Meyer 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 the transfer of a D5 and D6, liquor license, Permit No. 34142900005, from Eateries Inc., DBA Garfields Restaurant & Pub, 67800 Mall Ring Rd, Unit 695, Richland Township, St. Clairsville, Ohio 43950 to GRP of St. Clairsville LLC, DBA Garfields Restaurant & Pub at above address. 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. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF LIQUOR LICENSE FOR SBW DEVELOPMENT LLC/ DBA SLEEP INN AND SUITES

Motion made by Mr. Dutton, seconded by Mr. Meyer 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 D5A liquor license, Permit No. 7638930, for SBW Development LLC, DBA Sleep Inn and Suites, 41371 Reco Road, Union Township, Belmont, Ohio 43718. 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. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF SIGNING LETTER OF COMMITMENT FOR THE PARTNERSHIPS FOR OPPORTUNITY AND WORKFORCE AND ECONOMIC REVITALIZATION (POWER) INITIATIVE

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the letter of commitment for the Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) Initiative, technical assistance proposal titled "Alternative Fuels for Appalachia."

May 2, 2018

Karen Fabiano,
POWER Initiative Manager
Appalachian Regional Commission
1666 Connecticut Avenue, NW, Suite 700
Washington, DC 20009-1068

Dear Ms. Fabiano,

I am writing to express the commitment of Belmont County Commissioners for the Partnerships for Opportunity and Workforce and Economic Revitalization (POWER) Initiative, technical assistance proposal titled “Alternative Fuels for Appalachia.” The proposal is based on a solicitation recently issued by the Appalachian Regional Commission (ARC) for Federal Fiscal Year 2018– Request for Proposals (RFP) for Project Grants. The proposal also includes the transportation energy nonprofit Clean Fuels Ohio and various other ARC regional stakeholders and fleets from Ohio, Kentucky, and West Virginia as key partners for this technical assistance grant project.

The “Alternative Fuels for Appalachia” Technical Assistance project will work with distressed regions in Ohio, Kentucky, and West Virginia to directly assist these coal-impacted communities in diversifying their local and regional economies, deploying alternative fuels to improve economic and environmental performance, and training the mechanics and technicians of the future to convert and maintain alternative fuel vehicles and infrastructure. This technical assistance request is specifically designed to examine the feasibility and cost-savings potentials of deploying a range of commercially available alternative fuel, advanced vehicle, and efficiency solutions in the major public and private sector fleets operating in the greater Ohio, Kentucky, and West Virginia Appalachian counties.

Belmont County Commissioners commit to participate as a fleet partner in this project and will contribute \$1,000 of in-kind personnel matching funds in order to provide fleet data, review of draft feasibility study reports, and contribution of staff time to overall project completion. This type of Technical Assistance funded alternative fuel feasibility study will not only be very valuable to our fleet, but we believe will help serve to inform other similar fleets throughout the region to spur adoption of alternative fuels to save money, improve environmental performance, and provide job opportunities for the workforce of the future.

The Alternative Fuels for Appalachia Technical Assistance project will reveal opportunities for significant cost savings and detail specific strategies for implementation of fleet performance solutions for fleets in the greater OH, KY, and WV Appalachian region. This Technical Assistance Grant will as serve as the foundation for a larger POWER Grant Application through the Appalachian Regional Commission with a core focus on training the alternative fuel workforce of the future to that can support the growing alternative fuel vehicle and station market for years to come. We strongly encourage ARC’s careful consideration of this proposal.

Sincerely,

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

J. P. Dutton, President

Josh Meyer /s/

Josh Meyer, Vice-President

Mark A. Thomas /s/

Mark A. Thomas

Upon roll call the vote was as follows:

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

Mr. Dutton said the last motion has to do with Appalachian Regional Commission grant opportunities that will look at any potential for alternative fuels for county fleets.

OPEN PUBLIC FORUM-Richard Hord inquired as to the Board’s most pressing challenges and how they are addressing them. Mr. Dutton said they discuss them weekly and they are trying to capitalize on opportunities that are out there to make the community a better place than when they took office. He said he is excited regarding what they are doing from the infrastructure standpoint and have made some tough decisions. He said from an economic standpoint they have talked at length about what the state is advising counties and communities to do to be prepared for future development and he feels they have made a lot of steps in that regard. He noted they also talk extensively with others in the region on common goals. Mr. Meyer added, as a group, the Board works well together and have worked hard on a lot of issues; specifically infrastructure. He said they are starting to get positive feedback on the expansion of broadband internet services in the county from Agile. He feels the Board is heading in a positive direction and will continue to do so.

RECESS

9:30 Gary Armitage, Director, Senior Services of Belmont County

Re: Older Americans Month Proclamation

Present: Gary Armitage, Cory Clark, Fiscal Administrator; Mike McBride, Transportation Services; Martina Burkhart, Nutrition Services and Shirley Jo Case, Senior Center Operation/Home Health Division.

**IN THE MATTER OF ADOPTING PROCLAMATION
IN HONOR OF OLDER AMERICANS MONTH**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the proclamation in honor of Older Americans Month.

***PROCLAMATION
IN HONOR OF
OLDER AMERICANS MONTH 2018***

Whereas, Belmont County includes over 16,000 citizens ages 60 and older, who enrich and strengthen our community; and

Whereas, Belmont County is committed to engaging and supporting older adults, their families, and caregivers; and

Whereas, we acknowledge the importance of taking part in activities that promote physical, mental, and emotional well-being—no matter your age; and

Whereas, Belmont County can enrich the lives of individuals of *every age* by:

- promoting home- and community-based services that support independent living;
- involving older adults in community planning, events, and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

Now therefore, be it resolved, the Board of Commissioners of Belmont County, Ohio, does hereby proclaim May 2018 to be Older Americans Month. We urge every resident to take time during this month to recognize older adults and the people who serve them as vital parts of our community.

Adopted this 2nd day of May, 2018.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

Mark A. Thomas /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes

Mr. Thomas Yes

Mr. Armitage introduced his administrative staff present and thanked the Board for the proclamation on behalf of Senior Services and the 1,000's of Belmont County residents who are senior citizens. He said they will be holding a large gathering on May 18 at the new SSOBC Community Building that will involve all eleven senior centers in the county. Mr. Armitage said the levy support has helped greatly in realizing the construction of the new building and the growth and expansion of services. Mr. Thomas thanked the taxpayers for the continued overwhelming levy support. He said we have one of the best senior services programs in Ohio.

RECESS

9:48 Subdivision Hearing-Jeru Park Drive, Jeru North & Jeru West

Present: Will Eddy, Drafting Technician II. Mr. Eddy reviewed maps with the Board of Commissioners. He said these were private roads and they are being made public roads. He noted the Trustees and Belmont County Engineer approved.

Larry Merry, Port Authority Director, said this is part of an ongoing project for the last 5 to 6 years. Nine businesses are currently there with five new buildings that have been built with one more to be built this summer. He said part of the property was owned by the county (Old Children's Home property) and was sold to the developers. The developers have been very successful in developing it and this is part of the process in getting public roads into it. He noted there are 200 individuals that work there and it continues to grow substantially and he is pleased with the companies that come to do business in Belmont County.

**IN THE MATTER OF FINAL PLAT APPROVAL "Hearing Had-9:45 A.M."
FOR JERU PARK DRIVE, JERU NORTH & JERU WEST
WARREN TOWNSHIP, SEC. 4 & 5, T-8, R-6**

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

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

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Jeru Park Drive, Jeru North & Jeru West, which appears to be regular in form and approved by the proper parties;

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

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

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

RECESS

10:00 Dept. of Job and Family Services

Re: Foster Parent Appreciation Month Resolution

Present: Vince Gianangeli, Director of Dept. of Job and Family Services and staff, John LaRoche, Billy Marinacci and Christina Parker and foster family.

**IN THE MATTER OF ADOPTING RESOLUTION DECLARING
MAY FOSTER PARENT MONTH APPRECIATION MONTH**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adopt the resolution declaring May Foster Parent Appreciation Month.

**RESOLUTION
DECLARING MAY 2018 as
FOSTER PARENT APPRECIATION MONTH**

WHEREAS, foster and kinship families from all walks of life play a vital role in helping children heal, thrive and reach their full potential; and
WHEREAS, dedicated and diverse foster families provide lifelong love and support for children in need of adult mentors and a place to call home; and

WHEREAS, caring for our children is an investment in our future. Our children will be the leaders of tomorrow, and only through a nurturing environment will they be able to develop a sense of self-worth and build self-esteem; and

WHEREAS, it's a time to recognize that we each can play a part in enhancing the lives of children and youth in foster care; and

WHEREAS, in Belmont County there are thirty-five children in placement being provided a safe, secure and stable home along with the compassion and nurture of a foster or kinship family.

NOW, THEREFORE BE IT RESOLVED, the Board of Belmont County Commissioners does hereby proclaim May 2018 as "Foster Parent Appreciation Month" in Belmont County in honor of the individuals providing love, attention and support to our children and families in need, and encourage all citizens to volunteer their talents and energies on behalf of children in foster care.

Adopted this 2nd day May, 2018.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

Mark A. Thomas /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

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

Mr. Gianangeli presented an award to the foster parents of the year.

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

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

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes

Mr. Thomas Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:04 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:04 a.m. Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

IN THE MATTER OF REINSTATING MARYELLEN DEVAUL TO HER FORMER POSITION OF LPN AND PLACING HER ON ADMINISTRATIVE LEAVE WITH PAY UNTIL FURTHER NOTICE PER LEGAL COUNSEL

Motion made by Mr. Dutton, seconded by Mr. Meyer to reinstate Ms. Maryellen DeVaul to her former position of LPN retroactive to April 26, 2018, and to place her on administrative leave with pay pursuant to R. C. 124.388 until further notice per legal counsel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION AND REDEDICATION OF COUNTY ROAD 114 (FAIRVIEW ROAD) LOCATED IN KIRKWOOD TWP. SEC. 31, T-9, R-6 AND WARREN TWP. SEC. 36, T-8, R-6/AMENDED RD. IMP. 1145

Office of County Commissioners
Belmont County, Ohio

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 2nd day of May, 2018, at the office of the Commissioners with the following members present:

Mr. Dutton
Mr. Meyer
Mr. Thomas

Mr. Dutton moved the adoption of the following:

RESOLUTION

WHEREAS, On the 2nd day of May, 2018, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 9th day of May, 2018 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted May 2, 2018

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

1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
2. Strike out the clause from "and feet," if a road is not to be located or established

BREAK

Commissioner Thomas stepped out. No further business was conducted.

May 2, 2018

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:57 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 11:57 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of May, 2018.

J. P. Dutton /s/ _____

Mark A. Thomas /s/ _____ COUNTY COMMISSIONERS

Josh Meyer /s/ _____

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

J. P. Dutton /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK