

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 \$701,872.79**

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:

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A28.000 Other Expenses	E-0055-A004-B18.000 Other Expenses	\$1,275.00
E-0051-A001-A50.000 Budget Stabilization	E-0151-A002-F02.002 Salary-Employees	\$3,100.00
E-0051-A001-A50.000 Budget Stabilization	E-0151-A002-F09.000 Other Expenses	\$6,900.00
E-0051-A001-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers Out	\$17,273.64

**H10 CHILD SUPPORT ENFORCEMENT ADM/BCD/JES**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2760-H010-H15.000 Other Expenses	E-2760-H010-H02.000 Travel	\$2,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$140,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$5,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S58.000 Communications	\$1,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S59.000 Fuel/Utilities	\$21,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S63.000 General	\$6,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$27,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$45,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S69.007 Unemployment	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$2,300.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S71.000 Education/Rec.	\$1,000.00

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:

**A00 GENERAL FUND AND THE W80 PROSECUTOR'S VICTIM PROGRAM**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1511-W080-P07.574 Transfers In	\$17,273.64

*To fulfill required match for Grant Number 2019-VOCA-132131566-Grant Period 10/01/18-09/30/19.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/ HOLDING ACCOUNT CHARGEBACK FOR SEPTEMBER, 2018**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of September, 2018.

**Gross Wages P/E 09/01/18 THRU 09/29/18**

<b>General Fund</b>	<b>FROM</b>	<b>TO</b>	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>7,773.72</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>1,173.76</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>1,277.68</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>4,521.84</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>7,377.08</b>
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	<b>328.95</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>9,115.91</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>4,727.13</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>1,459.97</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>8,663.58</b>

9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>13,335.99</b>
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	<b>844.31</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>7,091.00</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,756.86</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>2,070.55</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>2,670.93</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>9,881.91</b>
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>10,728.81</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>5,545.58</b>
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>26,466.92</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,618.05</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>1,396.35</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>5,433.98</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>3,878.31</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>4,374.18</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>32.00</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b>564.51</b>
			<b>145,109.86</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>1,902.53</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>3,474.21</b>
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	<b>1,352.41</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	<b>681.21</b>
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	<b>802.97</b>
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	<b>531.20</b>
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	<b>587.37</b>
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	<b>557.34</b>
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Get Vaccinated Program	E-2236-F088-F01.001	R-9895-Y095-Y01.500	<b>52.08</b>
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	<b>1,378.56</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>76,197.20</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b>10,237.66</b>
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	<b>3,742.83</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	<b>5,771.70</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	<b>5,942.97</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>21,088.72</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>6,504.75</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>1,713.60</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>504.00</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>1,913.24</b>
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	<b>1,533.91</b>

PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	3,376.53
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	22,799.01
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	5,797.24
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	2,019.24
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	12,321.02
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	13,234.86
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,940.54
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	480.57
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	45,956.08
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	25,635.23
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	294.81
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,103.67
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	4,744.13
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	403.20
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	977.73
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	834.27
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	1,016.41
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	106.71
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,342.99
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	408.93
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	828.15
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	904.62
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	1,528.87
			444,635.13

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 EMPLOYEE ASSISTANCE PROGRAM**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for the Employee Assistance Program.

**EMPLOYEE ASSISTANCE PROGRAM - CHARGE BACK FOR 2018**

<b>ACCOUNT</b>	<b>ACCOUNT NUMBER</b>	<b>NUMBER OF EMPLOYEES</b>	<b>TOTAL CHARGEBACK</b>
GENERAL	E-0256-A014-A06.006	244	1,830.00
PUBLIC DEFENDER	E-0170-A006-G11.000	6	45.00
BD OF ELECTIONS	E-0181-A003-A11.000	10	75.00
DETENTION HOME	E-0910-S033-S47.006	25	187.50
COUNTY RECORDER	E-1210-S078-S14-006		0.00
REAL ESTATE	E-1310-J000-J06-000	8	60.00
PROS-VICTIM	E-1511-W080-P07-006	1	7.50
CORRECTIONS ACT	E-1520-S077-S04-006	1	7.50
WESTERN COURT	E-1551-S088-S03-006	1	7.50
NORTHERN COURT	E-1561-S086-S03-006	1	7.50
EASTERN COURT	E-1571-S087-S03-006	1	7.50
DOG & KENNEL	E-1600-B000-B13-006	5	37.50

SOIL CONSERVATION	E-1810-L001-L14-000	3	22.50
WATERSHED COORD	E-1815-L005-L05-006	1	7.50
MENTAL HEALTH	E-2310-S049-S63-000	4	30.00
MENTAL RETARDATION	E2410-S066-S80-000	65	487.50
HUMAN SERVICES	E-2510-H000-H16-006	86	645.00
CHILD SUPPORT	E-2760-H010-H12-006	10	75.00
K-1	E-2811-K200-K10-006	1	7.50
K-2	E-2811-K200-K10-006	4	30.00
K-11	E-2812-K000-K20-006	25	187.50
K-25	E-2813-K000-K39-006	7	52.50
WIC	E-4110-T075-T52-008	4	30.00
SENIOR SERVICES	E-5005-S070-S06.006	48	360.00
CLRK OF COURTS	E-6010-S079-S07-006	6	45.00
OAKVIEW JUVENILE	E-8010-S030-S68-006	18	135.00
PORT AUTHORITY	E-9799-S012-S02-006	2	15.00
<b>GRANTS</b>	E-0400-M060-M29.008	7	15.00
	E-0400-M067-M05.008		7.50
	E-0400-M078-M02.008		30.00
<b>WATER/SEWER</b>	E-3702-P005-P31.000	37	217.50
	E-3705-P053-P15.000		60.00
	E-2210-E001-E15.006	14	40.50
<b>COUNTY HEALTH</b>	E-2230-F082-F01.002		5.62
	E-2215-F077-F01.002		7.13
	E-2227-F074-F06.000		11.25
	E-2218-G000-G06.003		18.00
	E-2213-F075-F02.003		7.50
	E-2232-F084-F02.008		<u>15.00</u>
	<b>TOTALS</b>	<b>645</b>	<b>4,837.50</b>

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 \_\_\_October 17, 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:  
**COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION**-Noah Atkinson to Columbus, OH, on October 26, 2018, to attend the Intercourt Conference.  
**9-1-1**-Bryan Minder to Columbus, OH, on November 1, 2018, and any future dates scheduled by the committee, to participate on a committee to develop a "Welcome Packet" for new 9-1-1 coordinators. A county vehicle will be used for travel.

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 October 10, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes

Mr. Thomas Yes

**IN THE MATTER OF HOLDING A TOWN HALL MEETING**

Motion made by Mr. Dutton, seconded by Mr. Meyer to hold a Town Hall meeting on Monday, October 29, 2018, at 6:00 p.m. at the Powhatan Point City Building (Council Chambers), 104 Mellott Street, Powhatan Point, OH 43942, and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF BO OLEXO, FULL-TIME UTILITY WORKER/WATER & SEWER DEPT.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Bo Olexo, full-time Utility Worker for Belmont County Water and Sewer Department, effective September 28, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF NATHAN JONES, FULL-TIME UTILITY WORKER/WATER & SEWER DEPT.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Nathan Jones, full-time Utility Worker for Belmont County Water and Sewer Department, effective October 11, 2018, due to job abandonment.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF RONALD HESS, FULL-TIME UTILITY WORKER/WATER & SEWER DEPT.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Ronald Hess, full-time Utility Worker for Belmont County Water and Sewer Department, effective October 17, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF PHILIP PICCIN AS PART-TIME DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Philip Piccin as part-time Driver for Senior Services of Belmont County, effective October 22, 2018.

Upon roll call the vote was as follows:

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

Mr. Dutton noted this was a replacement position.

**IN THE MATTER OF THE VACATION OF UNNAMED ALLEY IN SUNNYSIDE ADDITION RICHLAND TWP. SEC. 29, T-7, R-A4/RD IMP 1169**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the following Public Road Petition for the vacation of an Unnamed Alley located in Richland Township, Sec. 29, T-7, R-4 in Sunnyside and recorded in Cabinet D Slide 56 in the Belmont County Recorder's office 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 #1169 in accordance with Ohio Revised Code Section 5553.04.

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

**Belmont County, Ohio  
September 24, 2018  
IMP- 1169**

**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 an Unnamed Alley located in Richland Twp. Sec 29., T-7, R-4 in Sunnyside Addition Cabinet D Slide 56 in the Records Office.*

*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:*

Beginning at the intersection of an Unnamed Alley and Sunny Addition Rd. (T-339) going 180 feet in a north eastern direction to the northeast corner of LOT 82 in the width of 15 feet

**PUBLIC ROAD PETITION**

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
<i>James Piper /s/</i> James Piper	69972 MAIN ST. ST. CLAIRSVILLE, OH 43950
<i>Gloria J. Paxton /s/</i> GLORIA J. PAXTON	69683 E. FIRST ST. St Clairsville Ohio 43950
<i>Margaret J. Hughes /s/</i> Margaret J. Hughes /s/	69739 MAIN STREET ST. CLAIRSVILLE, OH 43950
<i>Richard B. Hughes /s/</i> Richard B. Hughes	69739 MAIN ST. ST. CLAIRSVILLE, OHIO 43950
<i>David Stack /s/</i>	70571 MAYNARD RD.



October 17, 2018

**installation will be CR-48 Wegee Rd. from the intersection with T-296 Cash Ridge Road traveling east approx. 4,800 feet (0.91 miles).** This temporary access agreement shall expire twelve (12) months from the date of execution below.

It is understood and agreed that throughout the term of this agreement, at any time that the Grantee, its successors or assigns, intends to bore beneath any portion of **CR 48 Wegee Road Rd**, in order to install or maintain the water line, Grantee, its successors and assigns, shall notify the Belmont County Engineer's Office at least twenty-four (24) hours in advance. At all times any work is to be performed on the installation and/or maintenance of said water line, the Grantee, its successor and assigns, shall be responsible for proper traffic control measures in accordance with the Ohio Manual of Uniform Traffic Control Devices and shall install and maintain said temporary water line in accordance with the directions and guidelines provided to Grantee by the Belmont County Engineer's Office at all times.

Grantee, its successors and assigns, shall be responsible for repairing any damage to the roadway caused by the installation or maintenance of said water line, or caused by a break in the water line. If Grantee, its successors, and assigns, fails to make the necessary repairs in a timely manner, Grantor shall have the right to repair the road and charge Grantee, its successors and assigns, the actual cost of said repairs. Grantee, its successors and assigns, shall be responsible for any collection of costs incurred by Grantor in collecting for those repairs, including any court costs or attorney's fees.

Grantee shall protect, save, indemnify, and hold Grantor, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including 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 installation and maintenance of a temporary above-ground water line whatsoever.

Grantee shall furnish Grantor with a twenty four (24) hour emergency contact name and number for the authorized local representative of the Grantee. Grantee shall secure any required easements, rights-of-way or other rights necessary to access and operate through and across those properties adjacent to the above described roadway and from the underlying owners of the fee interest in the roadway, along the route of the temporary above-ground water line. This agreement specifically covers all necessary trucks, trailers and equipment necessary for the provision, installation and operation of above ground temporary water lines in the direct area served by the county roads as named above.

Grantee shall maintain liability insurance covering the installation and operation of the temporary above ground water line and Grantee's use of the easement and right-of-way. Such insurance shall be endorsed to name Grantor as additional insured. Grantee shall provide Grantor with a copy of a certificate of insurance upon request by Grantor. Grantee reserves the right to self-insure and to provide Grantor a certificate of such upon request.

Executed this 17<sup>th</sup> day of October, 2018.

GRANTOR(s):

**Belmont County**

By: Mark Thomas /s/

Mark Thomas,  
Belmont County Commissioner

By: Josh Meyer /s/

Josh Meyer  
Belmont County Commissioner

J. P. Dutton /s/

J. P. Dutton  
Belmont County Commissioner

By: Terry Lively /s/

Terry Lively  
Belmont County Engineer

Dated: 10-17-18

Approved as to Form:

David K. Liberati /s/ Assist PA

Daniel Fry,  
Belmont County Prosecutor

GRANTEE:

**XTO Energy Inc.**

By: Brian Teller /s/

Brian Teller  
Operations Manager  
Appalachia District

Date: 10/8/18

#### Access Agreement

Know all men by these presents, that **The Belmont County Commissioners**, a political subdivision, whose mailing address is 101 West Main Street, Courthouse, St. Clairsville, Ohio 43950, hereby grants to **XTO Energy Inc.**, whose address is 190 Thorn Hill Road Warrendale, Pa 15086, its successors and assigns, a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line. Said Waterline will be installed from **XTO Albright Well Pad to a point on river near CR-54 Old Route 7 Rd.** Entire water line is shown on attached map Exhibit "A". **County Roads to be utilized strictly for this installation will be CR-54 Old Route 7 Rd. from the intersection with SR-7 traveling east to the Waterline Access Road Approximately 1,100 feet (0.21 miles).** This temporary access agreement shall expire twelve (12) months from the date of execution below.

It is understood and agreed that throughout the term of this agreement, at any time that the Grantee, its successors or assigns, intends to bore beneath any portion of **CR 54 Old Route 7 Rd**, in order to install or maintain the water line, Grantee, its successors and assigns, shall notify the Belmont County Engineer's Office at least twenty-four (24) hours in advance. At all times any work is to be performed on the installation and/or maintenance of said water line, the Grantee, its successor and assigns, shall be responsible for proper traffic control measures in accordance with the Ohio Manual of Uniform Traffic Control Devices and shall install and maintain said temporary water line in accordance with the directions and guidelines provided to Grantee by the Belmont County Engineer's Office at all times.

Grantee, its successors and assigns, shall be responsible for repairing any damage to the roadway caused by the installation or maintenance of said water line, or caused by a break in the water line. If Grantee, its successors, and assigns, fails to make the necessary repairs in a timely manner, Grantor shall have the right to repair the road and charge Grantee, its successors and assigns, the actual cost of said repairs. Grantee, its successors and assigns, shall be responsible for any collection of costs incurred by Grantor in collecting for those repairs, including any court costs or attorney's fees.

Grantee shall protect, save, indemnify, and hold Grantor, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including 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 installation and maintenance of a temporary above-ground water line whatsoever.

Grantee shall furnish Grantor with a twenty four (24) hour emergency contact name and number for the authorized local representative of the Grantee. Grantee shall secure any required easements, rights-of-way or other rights necessary to access and operate through and across those properties adjacent to the above described roadway and from the underlying owners of the fee interest in the roadway, along the route of the temporary above-ground water line This agreement specifically covers all necessary trucks, trailers and equipment necessary for the provision, installation and operation of above ground temporary water lines in the direct area served by the county roads as named above.

Grantee shall maintain liability insurance covering the installation and operation of the temporary above ground water line and Grantee's use of the easement and right-of-way. Such insurance shall be endorsed to name Grantor as additional insured. Grantee shall provide Grantor with a copy of a certificate of insurance upon request by Grantor. Grantee reserves the right to self-insure and to provide Grantor a certificate of such upon request.

Executed this 17<sup>th</sup> day of October, 2018.

October 17, 2018

GRANTOR(s):  
**Belmont County**  
By: Mark Thomas /s/  
Mark Thomas,  
Belmont County Commissioner

GRANTEE:  
**XTO Energy Inc.**  
By: Brian Teller /s/  
Brian Teller  
Operations Manager  
Appalachia District

By: Josh Meyer /s/  
Josh Meyer  
Belmont County Commissioner  
J. P. Dutton /s/  
J. P. Dutton  
Belmont County Commissioner

Date: 10/8/18

By: Terry Lively /s/  
Terry Lively  
Belmont County Engineer

Dated: 10-17-18

Approved as to Form:

David K. Liberati /s/ Assist PA

Daniel Fry,  
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

<u>IN THE MATTER OF PLAT OF</u>	] [Belmont Co. Commissioners
<u>RABBIT RUN ROAD (PRIVATE)</u>	] [Courthouse
<u>WARREN TWP., SECTION 2, T-8, R-6</u>	] [St. Clairsville, Ohio 43950
	] [Date <u>October 17, 2018</u>

Motion made by Mr. Dutton, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the plat of Rabbit Run Road (Private), Warren Township Section 2, T-8, R-6 pursuant to Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
*Revised Code Sec. 711.05*

To: Kent Gallaher, F.O., Warren Township Trustees, 516 N. Chestnut St., Barnesville, OH 43713

You are hereby notified that the 31st day of October, 2018, at 9:30 o'clock A. M. has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

- Mail by certified return receipt requested

cc: Warren Township Trustees

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ONE-YEAR LEASE AGREEMENT FOR OFFICE SPACE FOR VICTIM ASSISTANCE PROGRAM**

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the one-year lease agreement for office space for the Belmont County Victim Assistance Program in the amount of \$7,296 for the period of October 1, 2018 to September 30, 2019.

**2018-19 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 Victim Assistance Program**, Lessee, leases to the Lessee, the following premises:

Two hundred and twenty (220) square feet of office space shared with the Belmont County Prosecutor on the second floor of the building known as the **Courthouse Annex I**, and located at **147 West Main Street, St. Clairsville, Ohio**.

For the term of one (1) year from October 1, 2018 to September 30, 2019, at a total cost of \$7,296.00 payable in four quarterly installments of \$1,824 due on the fifteenth day of the month following the end of the quarter, all rent being payable at the office of the Lessor, Belmont County Courthouse, 101 West Main Street, 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. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
11. 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.
12. 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.
13. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
14. 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.
15. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.

The Lessor and Lessee have signed on the 17<sup>th</sup> day of October, 2018, at St. Clairsville, Ohio.



October 17, 2018

J. P. Dutton /s/

J. P. Dutton, Commission President  
Belmont County Board of Commissioners  
Lessor

Daniel P. Fry /s/

Daniel P. Fry, Prosecuting Attorney  
Belmont County Victim Assistance Program  
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. Meyer	Yes
Mr. Thomas	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING THE VOCA AND SVAA  
GRANT AWARD/PROSECUTOR VICTIM-WITNESS ASSISTANCE**

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the VOCA and SVAA Grant Award and Acceptance Form for the Belmont County Prosecutor's Victim Assistance grant for the period of October 1, 2018 through September 30, 2019 as follows:

Award Number: 2019-VOCA-132131566: VOCA Award: \$69,103.58

Award Number: 2019-SVAA-132131573: SVAA Award: \$ 6,640.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE GRANT AGREEMENT  
WITH OHIO DEVELOPMENT SERVICES AGENCY FOR  
CDBG PROGRAM/GRANT NUMBER B-F-18-1AG-1**

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the grant agreement with the Ohio Development Services Agency for the Community Development Block Grant (CDBG) Program, Grant Number B-F-18-1AG-1, in the amount of \$280,000.00 for the period beginning September 1, 2018 and ending October 31, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE GRANT AGREEMENT  
WITH OHIO DEVELOPMENT SERVICES AGENCY FOR  
CDBG PROGRAM/GRANT NUMBER B-X-18-1AG-1**

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the grant agreement with the Ohio Development Services Agency for the Community Development Block Grant (CDBG) Critical Infrastructure Program, Grant Number B-X-18-1AG-1, in the amount of \$226,700.00 for the period beginning September 1, 2018 and ending October 31, 2020.

*Note: This is for the Village of Powhatan Point German Hill Road Street Improvements Project.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS  
LEASE WITH ASCENT RESOURCES-UTICA, LLC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into an Oil and Gas Lease by and between the Belmont County Sanitary Sewer District No. 2, by and through the Belmont County Board of Commissioners and Ascent Resources - Utica, LLC, effective October 17, 2018, in the amount of \$5,750 per net leasehold acre for 0.0367 acres, Parcel# 03-60001.000 located in Colerain Township, for a five-year term, 20% royalty. Total Payment Amount: \$211.03.

**PAID-UP**

**OIL & GAS LEASE**

Lease No. \_\_\_\_\_

This Lease made this 17<sup>th</sup> day of October, 2018, by and between: **The Belmont Sanitary Sewer District No. 2 of Belmont County, Ohio, by and through The Belmont County Board of Commissioners, by J.P. Dutton as President, Josh Meyer as Vice President, and Mark A. Thomas as Commissioner**, whose address is 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **Ascent Resources – Utica, LLC an Oklahoma Limited Liability Company**, whose address is **P.O. Box 13678, Oklahoma City, OK 73113**, hereinafter called "Lessee."

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

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

for the drilling of a wellbore(s) for use in development of the Leasehold or other lands.

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

Township: 7; Range: 3; Section: 31; SW ¼: Tax Parcel No.: 03-60001.000, Containing 0.0367 acres and is bounded formerly or currently as follows:

On the North by lands of: **Barbara Vicker**

On the East by lands of: **Barbara Vicker**

On the South by lands of: **David M. Vicker**

On the West by lands of: **Barbara Vicker**

and described for the purposes of this agreement as containing a total of 0.0367 Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. Said lands were conveyed to Lessor from Stanley Vicker and Julia Vicker, husband and wife, by virtue of deed dated July 20, 1960, and recorded in said County and State in Book 452, Page 515. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

**LEASE TERM.** This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. **October 17th, 2018** (effective date) to 11:59 P.M. **October 16th, 2023** (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

**NO AUTOMATIC TERMINATION OR FORFEITURE.**

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

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

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

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

(B) **ROYALTY:** For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty twenty (20%) percent of the sales proceeds actually received by Lessee from the sale of such production, less this same percentage share of all post production costs, as defined below, and less this same percentage share of all production, severance and ad valorem taxes. As used in this provision, post production costs shall mean (i) all losses of produced volumes (whether by use as fuel, line loss, flaring, venting or otherwise) and (ii) all costs actually incurred by Lessee from and after the wellhead to the point of sale, including, without limitation, all gathering, dehydration, compression, treatment, processing, marketing and transportation costs incurred in connection with the sale of such production. For royalty calculation purposes, Lessee shall never be required to adjust the sales proceeds to account for the purchaser's costs or charges downstream from the point of sale. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

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

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a

period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall, after the primary term, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

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

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

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

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

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

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

(K) PAYMENT REDUCTIONS: If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, shut-in royalties and other payments hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

OPERATIONS. If at the expiration of the primary term, oil or gas is not being produced on the leased premises or lands pooled or unitized therewith, but Lessee has commenced operations on the leased premises or acreage pooled or unitized therewith in search of oil, gas, or their constituents or has completed a dry hole thereon within one hundred eighty (180) days prior to the end of the primary term, this lease shall remain in force so long as operations on said well, or operations on any additional well, are prosecuted with no cessation of more than one hundred eighty (180) consecutive days or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence and, if they result in the production of oil or gas, so long thereafter as oil or gas is produced from the leased premises, or upon lands pooled or unitized therewith. Furthermore, if on or after the expiration of the primary term Lessee should drill a dry hole or holes thereon or, if after the discovery of oil or gas, the production thereof should cease from any cause, this lease shall not terminate if Lessee commences operations on the leased premises or lands pooled or unitized therewith in search of oil, gas, or their constituents within one hundred eighty (180) days from the date of completion of a dry hole or cessation of production or such other time as reasonably necessary so long as Lessee conducts such operations in good faith and with due diligence.

FACILITIES. Lessee shall not drill a well on the Leasehold within 200 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

DISPOSAL AND INJECTION WELLS. Lessor hereby grants to Lessee the right to drill wells and/or re-enter existing wells, including necessary location, roadway and pipeline easements and rights of way, on any part of the

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

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

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

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

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

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

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

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

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

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

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, other Acts of God, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure. If this Lease is the subject matter of any lawsuit, arbitration proceeding, or other action, then this Lease shall not expire during the pendency of such lawsuit, arbitration proceeding, or other action, or any appeal thereof, and the period of the lawsuit, arbitration proceeding, or other action, and any appeal thereof, shall be added to the term of this Lease.

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

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

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

**The Belmont Sanitary Sewer District No. 2 of Belmont County, Ohio,**  
**by and through The Belmont County Board of Commissioners**

J. P. Dutton /s/

**By: J. P. Dutton, President**

**APPROVED AS TO FORM;**

David K. Liberati /s/ Assist. PA

Josh Meyer /s/

By: Josh Meyer, Vice-President

Mark A. Thomas /s/

By: Mark A. Thomas, Commissioner

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR FOUR (4) NEW HOTSHOT VEHICLES WITH MEAL DELIVERY PACKAGE/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to advertise for bids for four (4) new Hotshot vehicles with meal delivery package for the Senior Services of Belmont County.

**NOTICE TO BIDDERS**

**BELMONT COUNTY COMMISSIONERS' OFFICE**  
**ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 9:45 A.M. (Local Time) Wednesday, November 14, 2018 for furnishing bids for the following items for the Belmont County Senior Services then at said office publicly opened and read aloud.

Four (4) new Hotshot vehicles with meal delivery package

Four (4) new all-wheel drive sedans

**NOTE:** Bid may be for any of the vehicle groups or for both groups listed.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 307.88 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 307.88 O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 307.88 O.R.C in an amount equal to 5% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety:

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners  
Of Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk of the Board

Times Leader Advertisement: Two (2) Tuesdays, October 23 & 30, 2018

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR FOUR (4) NEW ALL-WHEEL DRIVE SEDANS/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to advertise for bids for four (4) new all-wheel drive sedans for the Senior Services of Belmont County.

**NOTICE TO BIDDERS**

**BELMONT COUNTY COMMISSIONERS' OFFICE**  
**ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 9:45 A.M. (Local Time) Wednesday, November 14, 2018 for furnishing bids for the following items for the Belmont County Senior Services then at said office publicly opened and read aloud.

Four (4) new Hotshot vehicles with meal delivery package

Four (4) new all-wheel drive sedans

**NOTE:** Bid may be for any of the vehicle groups or for both groups listed.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 307.88 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 307.88 O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 307.88 O.R.C in an amount equal to 5% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety:

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners  
Of Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk of the Board

Times Leader Advertisement: Two (2) Tuesdays, October 23 & 30, 2018

Upon roll call the vote was as follows:

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

**Mr. Dutton noted the last two motions were for eventual replacement vehicles for Senior Services as they are working towards a fleet management program and they will be purchased from levy funds.**

**IN THE MATTER OF APPROVING THE QUOTE FROM JOHNSON BOILER WORKS, INC/HEALTH DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the quote from Johnson Boiler Works, Inc., in the amount of \$8,500.00 to supply materials and labor to install a 4 ton (2) zone ductless heat pump system with two wall mounted fan coils for the main waiting room/conference room at the Belmont County Health Department.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
------------	-----

Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF APPROVING PROPOSAL FROM  
H. E. NEUMANN COMPANY/JUDGE FREGIATO’S COURTROOM**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve proposal number PPA26972 from H. E. Neumann Company in the amount of \$5,860.00 for all labor and materials necessary to replace the water source heat pump serving Judge Fregiato’s courtroom.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Jill Hunkler came before the Board to provide information and ask for their support in opposition of Barnesville Disposal LLC’s injection well that is to be located one mile from the Village of Barnesville. Ms. Hunkler said the deadline to submit objections to ODNR is October 23. She asked that a resolution opposing the injection well be passed and sent to ODNR by the deadline. Mr. Dutton said he will follow up with ODNR and EPA and look at the information she provided. Ms. Hunkler also said there is a growing resistance to the proposed PTT ethane cracker plant from local residents and state and national environmental groups due to public health risks and increased water and air pollution. Ms. Hunkler read some statistics from a brochure. She asked if the Commissioners have researched the risks involved and if they support the cracker plant. Mr. Dutton said some research has been done, but it is out of their realm of their day to day responsibilities. He said that is why federal and state EPA, ODNR and regulators who have scientists on staff do the research. Mr. Dutton said he will look at any new information regarding the PTT project and the injection well and he will call ODNR and EPA to discuss the injection well. Ms. Hunkler also expressed concern about the Rover Pipeline and possible problems due to the likelihood of subsidence and slippage. Ms. Hunkler left information for the Board.

**9:30 Barb Ballint, Exec. Director, Belmont County Tourism Council, Inc.**

**Re: Quarterly Tourism Report and Amended Tourism Agreement**

Present: Barb Ballint and Tourism Council Board members William Goff, President and John Rataiczak, Vice-President

**IN THE MATTER OF QUARTERLY TOURISM REPORT  
FOR JULY, AUGUST AND SEPTEMBER, 2018**

Mrs. Ballint presented her report for the months of July, August and September, 2018. She reported Belmont County had events and open attractions just about every weekend for the third quarter of 2018. Tourism distributed \$21,000 in grants to local museums. Mrs. Ballint said visitors to Belmont County generated \$213.2 million in business activity in 2017. The industry supports 1 in every 11 jobs in our county.

**IN THE MATTER OF ENTERING INTO AMENDED AGREEMENT WITH  
BELMONT COUNTY TOURISM COUNCIL, INC.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into the amended agreement with the Belmont County Tourism Council, Inc., effective January 1, 2019, for the promotion and fostering of tourism within Belmont County, Ohio.

**AGREEMENT**

THIS AGREEMENT, effective January 1, 2019, by and between the County of Belmont, State of Ohio, hereinafter referred to as the “County” and the Belmont County Tourism Council, Inc., an Ohio non-profit Corporation, hereinafter referred to as the “Council,” each sometimes herein referred to as a “Party,” and together referred to as the “Parties.”

**WITNESSETH**

WHEREAS, the County has heretofore on the 6th day of July, 1983, enacted a tax (the “Lodging Tax”) upon lodging furnished to transient guests, pursuant to Ohio Revised Code, Section 5739.024 (subsequently renumbered to Section 5739.09); and

WHEREAS, the Council has been the Convention and Visitors’ Bureau operating in Belmont County, which has been receiving lodging tax funds from the County pursuant to an agreement with the County dated August 26, 1987 (the “Prior Agreement”), as provided by Ohio Revised Code Section 5739.09; and

WHEREAS, the parties desire to amend the Prior Agreement to clarify the terms of their relationship.

NOW, THEREFORE, BE IT AGREED, by and between the County and the Council as follows:

1. That the Council shall operate a convention and visitors’ bureau known as “Belmont County Tourism Council, Inc.” which is operated under the direction and authority of a Board of Directors of the “Council” for the purpose of promoting and fostering tourism, visitors and conventions within Belmont County, Ohio, and shall operate said Council within the confines of the Articles and By-Laws for said Council.
2. That the Council shall designate one or more persons, but not more than three persons, as the person or persons, to be responsible for the proper receipt, disbursement, and accountability for the monies to be contributed to the Council by the County pursuant hereto, and shall furnish good and sufficient fidelity bond satisfactory to the County in the principal sum of \$200,000.00, with adequate surety thereon for persons so designated, to insure the proper and lawful receipt, disbursement and accountability for the monies to be contributed by the County pursuant hereto;
3. The County shall contribute to Council the revenue from the Lodging Tax, computed as set forth in Paragraph 4. Said contributions shall be made on a quarterly basis as follows:
  - a. For the period January 1 to March 31, payment shall be made by May 31.
  - b. For the period April 1 to June 30, payment shall be made by August 31.
  - c. For the period July 1 to September 30, payment shall be made by November 30.
  - d. For the period October 1 to December 31, payment shall be made by February 28.
4. The payments described in Paragraph 3 shall be computed as follows.
  - a. All lodging tax payments received for the quarter shall be totaled;
  - b. An administrative fee of \$1,000 per month, representing the real and actual costs of administering the lodging tax incurred by the County, shall be subtracted from the total;
  - c. Five (5) percent of the remaining amount shall be subtracted as the contribution payable to the municipal corporation or township without its own lodging tax in which each transaction occurred pursuant to Ohio Revised Code 5739.09(A)(1) and the Resolution of the Belmont County Commissioners dated July 6, 1983; and
  - d. All remaining amounts shall be sent to the Council on the dates set forth in Paragraph 3.
5. The Council shall receive and disburse the lodging tax revenues described in the preceding Paragraphs solely for the proper purpose of fostering and promoting tourism, visitors and conventions within Belmont County, Ohio, in accordance with the requirements for such expenditures recognized by Ohio Revised Code 5739.09(J). The Council shall maintain true, complete and accurate books and records of such receipts and expenditures, in accord with accepted accounting practices and in accord with any past, present or future standards or guidelines as established by the Auditor of the State of Ohio, Bureau of Inspection and Supervision of Public Offices, applicable thereto, and such books and records shall be open for examination and inspection by the duly designated representative of the County or the Auditor of the State of Ohio, upon reasonable notice. Lodging tax funds received from the County pursuant to this Agreement shall be kept separate and apart from all other funds of the Council.

6. The Council shall render true, accurate and complete accounting for all monies received hereunder including expenditures made therefrom and verified balances on hand, at such intervals as the County may request, but not less frequently than quarterly, whether or not requested. Said quarterly accounting shall be made as follows:
  - a. On or before the 31st day of January, for the three-month period October 1 through December 31;
  - b. On or before the 30th day of April, for the three-month period January 1 through March 31;
  - c. On or before the 31st day of July, for the three-month period from April 1 through June 30;
  - d. On or before the 31st day of October, for the three-month period from July 1 through September 30.
7. That the Council shall send a copy of all approved minutes of the Council's meetings to the County and also present to the County approved monthly financial reports showing use of the funds provided. Said reports shall be due no later than 7 days after the Council's monthly meeting.
8. The Council shall submit to the County, on or before October 31 of each year, the Council's budget and program for the next year, quarterly operational and financial reports of the Council. Additionally, an annual audit report of the Council, prepared by a certified public accountant or State Auditor's Office shall be sent to the county as soon as reasonably practicable after the close of the calendar year but no later than December 1 of the following year.
9. The initial term of this agreement shall expire on December 31, 2019. It shall automatically renew for one five-year period, unless, not later than 45 days prior to the current termination date, either party has given notice of nonrenewal of this agreement. However, the parties agree that not later than one year prior to the expiration of the second term, they will meet to discuss future contract terms and any potential changes to be made to it. Regardless of the aforementioned terms, either party shall have the absolute and unqualified right, with or without cause or justifiable reason, to terminate this agreement at any time. The terms of such termination shall be either party giving the other a minimum of thirty (30) days' notice prior to the effective date of the same.
10. The Council shall be an independent contractor in performing services under this Agreement, and shall not be deemed to be a servant, agent or employee of the County for any purpose whatsoever, and the County shall not be liable in whole or in any part for any debt or obligation incurred by the Council.
11. This Agreement constitutes the entire agreement and understanding between the Parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Without limiting the generality of the foregoing, this Agreement specifically supersedes the agreement between the Parties dated August 26, 1987.
12. This Agreement may only be modified by a writing signed by both Parties.
13. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the County of Belmont, State of Ohio, acting by and through its duly elected Board of County Commissioners, and the Belmont County Tourism Council, Inc., (an Ohio non-profit Corporation), acting by and through its President William Goff, and its Vice-President John Rataiczak, each of whom is authorized to sign for and on behalf of the Corporation, have hereunto subscribed their respective names.

**BELMONT COUNTY COMMISSIONERS**

J. P. Dutton /s/

J. P. Dutton (President)

Josh Meyer /s/

Josh Meyer (Vice President)

Mark Thomas /s/

Mark Thomas

**BELMONT COUNTY TOURISM COUNCIL, INC.**

William Goff /s/

William Goff (President)

John Rataiczak /s/

John Rataiczak (Vice-President)

Approved as to form:

David K. Liberati /s/

David K. Liberati,

Belmont County Prosecuting Attorney

Upon roll call the vote was as follows:

Attest: Jayne Long /s/

Jayne Long (Clerk of the Board)

Date: 10/17/18

Attest: Barb Ballint /s/

Barb Ballint (Executive Director)

Date: 10/17/18

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

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:06 A. M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Cindy Stock, HR Assistant Clerk, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:16 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Thomas to exit executive session at 10:16 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN AT THIS TIME**

**10:15 Auditor Roger Conroy**

**Re: County Budget Discussion**

Present: Auditor Conroy and Robert DeFrank, Times Leader

Mr. Conroy said the sales tax has gone down the last 3 of the 4 months which was not expected. Medicaid sales taxes are no longer collected and an estimated \$1.5 million was lost. The county was reimbursed by the state for \$1 million of that, but no more reimbursement is expected. Mr. Conroy said the county is down about \$60,000 in sales tax for the first eight months of the year compared to last year. He added there are eighteen levies that will be on the ballot in the upcoming election, none are county-wide, due to the loss of local government funds. \$30 million in revenue was estimated to start this year said Mr. Conroy. Actual certified revenues, as of now, are \$22.5 million. \$4 million is for insurance. He said the health insurance amount will be outside of his final certification for 2019. He said the draft budget for 2019 is close to the total that was certified this year including the additional appropriations. Mr. Conroy said he tells people not to plan on an increase in real estate tax revenue due to the proposed cracker plant because they will probably request an abatement. He said he will know more about the final certification number when we get the new health insurance rates approved and another month of sales tax figures.

October 17, 2018

RECESS

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:08 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 11:08 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 24<sup>th</sup> day of October, 2018.

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

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



October 17, 2018

Josh Meyer – Absent

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