

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 \$875,078.77**

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-A50.000 Budget Stabilization	E-0082-A002-C20.010 Supplies	\$7,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0082-A002-C31.002 Salaries	\$10,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0082-A002-C38.000 Other Expenses	\$3,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0061-A002-B02.002 Salaries-Employees	\$18,117.04

**H05 WORKFORCE DEVELOPMENT GRANT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2600-H005-H11.000 Flood Expenses	E-2600-H005-H04.000 Dislocated Worker	\$33,459.65

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S51.002 Salaries	E-8010-S030-S56.000 Motor Vehicles	\$800.00

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:

**S79 CERTIFICATE OF TITLE ADM/CLERK OF CRTS AND THE A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-6010-S079-S10.074 Transfers Out	R-0040-A000-A47.574 Transfers In	\$4,000.00

**Y90 WATER & SEWER DISTRICT FUND AND THE P05 WWS #3 REVENUE FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9890-Y090-Y17.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$805.34

**Y13 FORFEITED LAND SALE AND THE Y21 UNCLAIMED MONIES**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9813-Y013-Y01.000 Forfeited Land Sale	R-9821-Y021-Y04.574 Transfers In	\$94,948.17

**Y28 UND BANKRUPTCY CLAIMS AND THE Y21 UNCLAIMED MONIES**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9828-Y028-Y01.000 Und Bankruptcy Claims	R-9821-Y021-Y04.574 Transfers In	\$4,917.97

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 3, 2018\*\***

**S49 MENTAL HEALTH/MENTAL HEALTH AND RECOVERY BOARD**

E-2310-S049-S53.000	Contracts and Repairs	\$4,500.00
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**S79 CERTIFICATE OF TITLE ADM/CLERK OF COURTS**

E-6010-S079-S10.074	Transfers Out	\$4,000.00
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**Y21 UNCLAIMED MONIES**

E-9821-Y021-Y01.000	Unclaimed Money	\$790,092.38
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**Y30 ISSUE TWO MATCH MONIES**

E-9830-Y030-Y10.000	Issue Two Match Money	\$500.00
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**\*\*SEPTEMBER 26, 2018\*\***

**A00 GENERAL FUND**

E-0021-A002-E03.000	Legal Supplies	\$4,000.00
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E-0057-A006-F06.011	Veterinary Services	\$2,192.24
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**H10 CHILD SUPPORT ENFORCEMENT ADMIN/BCDJFS**

E-2760-H010-H15.000	Other Expenses	\$237,530.25
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**K00 M.V.G.T./ENGINEERS**

E-2812-K000-K12.000	Road Materials	\$17,121.57
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**L01 SOIL CONSERVATION/BSWCD**

E-1810-L001-L14.000	Other Expenses	\$1,833.33
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**S75 MHAS SUBSIDY GRANT/COMMON PLEAS**

E-1518-S075-S03.002	Salary/Fringes	\$50,000.00
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**T11 BEL.CO COMMISSIONERS C.D.B.G.**

E-9702-T011-T02.000	Home Grant-Monies from HUD	\$5,354.93
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**SHERIFF/VARIOUS FUNDS**

E-0131-A006-A09.000	Medical	\$440.66
E-0131-A006-A17.010	Cruisers	\$315.47
E-0131-A006-A23.000	Background	\$558.00
E-0131-A006-A24.000	E-SORN	\$511.00
E-0131-A006-A26.000	K-9	\$12,000.00
E-0131-A006-A32.000	Warrant Fee	\$900.00
E-1652-B016-B02.000	DUI	\$173.00
E-5100-S000-S01.010	Commissary	\$7,650.73
E-5101-S001-S06.000	CCW License	\$1,644.00
E-5101-S001-S07.012	CCW Equipment	\$1,355.00
E-9710-U010-U06.000	Reserve	\$179.72

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$2,192.24** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills 09/12/18.

**T11 GRANT MONIES-\$5,354.93** deposited into R-9720-T011-T02.501 on 09/20/18.

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 \_\_\_September 26, 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 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 September 12 and September 19, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR**

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR (BOARD OF COUNTY COMMISSIONERS)  
Rev. Code, Secs. 5705.34, .35**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 26th day of September, 2018, at the office of the Belmont County Commissioners with the following members present:

J. P. Dutton \_\_\_\_\_  
Josh Meyer \_\_\_\_\_  
Mark A. Thomas \_\_\_\_\_

Mr. Dutton moved the adoption of the following Resolution:

**WHEREAS**, this Board of County Commissioners in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2019; and

**WHEREAS**, the Budget Commission of Belmont County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

**RESOLVED**, By the Board of County Commissioners of Belmont County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A**

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount Approved by Budget Commission Inside 10 M. Limitation	Amount to be Derived From Levies Outside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
A. General Fund	\$3,790,753.00		2.30	

<b>D. Children Service Fund</b>		<b>440,772.00</b>		<b>.65</b>
<b>E. Children Service Fund</b>		<b>550,957.00</b>		<b>.35</b>
<b>O. Mental Health Fund</b>		<b>1,967,706.00</b>		<b>1.25</b>
<b>Q. Developmental Disabilities (MRDD)</b>		<b>942,446.00</b>		<b>1.00</b>
<b>Q. Developmental Disabilities (MRDD)</b>		<b>2,042,434.00</b>		<b>2.00</b>
<b>Q. Developmental Disabilities (MRDD)</b>		<b>1,531,825.00</b>		<b>1.50</b>
<b>Q. Developmental Disabilities (MRDD)</b>		<b>2,946,297.00</b>		<b>2.50</b>
<b>Q. Senior Services</b>		<b>700,579.00</b>		<b>.50</b>
<b>Q. Senior Services</b>		<b>1,496,553.00</b>		<b>1.00</b>
<b>Q. Senior Services</b>		<b>2,244,829.00</b>		<b>1.50</b>
<b>Q. Road Construction Funds</b>				
<b>Q. Other-Misc. Construction Funds</b>				
<b>S. Relief/Welfare Special Levy Funds</b>				
<b>S. Child Welfare Services Special Levy Funds- Children Services</b>				
<b>S. Mental Health Special Levy Funds</b>				
<b>S. Airports and Commerce Special Levy Funds</b>				
<b>S. Special Levy Funds- Senior Citizens</b>				
<b>S. Other-Miscellaneous Special Levy Funds-MRDD</b>				
<b>S. Other Miscellaneous-911 Upgrade</b>		<b>1,504,555.00</b>		<b>1.00</b>
<b>Total</b>	<b>\$3,790,753.00</b>	<b>\$16,368,953.00</b>	<b>2.30</b>	<b>13.25</b>

**SCHEDULE B  
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	Maximum Rate Authorized To Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
<b>GENERAL FUND:      YEAR</b>		
Current expense levy authorized by voters on Not to exceed                      Years.		
Current expense levy authorized by voters on Not to exceed                      Years		
Current expense levy authorized by voters on Not to exceed                      Years		
Current expense levy authorized by voters on Not to exceed                      Years		
<b>TOTAL GENERAL FUND OUTSIDE 10 M. LIMITATION</b>		
<b>SPECIAL LEVY FUNDS:</b>		
Levy authorized by voters on <b>Mental Health</b> <b>11/03/15</b> not to exceed <b>10</b> Years	1.25	1,967,706.00
Levy authorized by voters on <b>Children Services</b> <b>11/04/14</b> not to exceed <b>10</b> Years	.65	440,772.00
Levy authorized by voters on <b>Children Services</b> <b>11/03/15</b> not to exceed <b>10</b> Years	.35	550,957.00
Levy authorized by voters on <b>Senior Services</b> <b>11/08/16</b> not to exceed <b>5</b> Years	1.00	1,496,553.00
Levy authorized by voters on <b>Senior Services</b> <b>11/05/13</b> not to exceed <b>5</b> Years	1.50	2,244,829.00
Levy authorized by voters on <b>Senior Services</b> <b>11/03/15</b> not to exceed <b>5</b> Years	.50	700,579.00
Levy authorized by voters on <b>MRDD</b> <b>11/04/80</b> not to exceed <b>Continuous</b> Years	1.00	942,446.00
Levy authorized by voters on <b>MRDD</b> <b>05/07/85</b> not to exceed <b>Continuous</b> Years	2.00	2,042,434.00
Levy authorized by voters on <b>MRDD</b> <b>11/04/86</b> not to exceed <b>Continuous</b> Years	1.50	1,531,825.00
Levy authorized by voters on <b>MRDD</b> <b>05/04/99</b> not to exceed <b>Continuous</b> Years	2.50	2,946,297.00
Levy authorized by voters on 911 Upgrade <b>11/08/16</b> not to exceed <b>5</b> Years	1.00	1,504,555.00
Levy authorized by voters on not to exceed      5      Years		
	<b>13.25</b>	<b>16,368,953.00</b>

And be it further

**RESOLVED**, That the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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 the 26th day of September, 2018  
Year.

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

*Note: This action is necessary annually as part of the budgetary process. The board is accepting the County Auditor's estimates of revenues to be generated by the tax levies for fiscal year 2019.*

**IN THE MATTER OF APPROVING THE GRANT OF EASEMENT BY  
AND BETWEEN THE BOARD OF COMMISSIONERS FROM BELMONT  
COUNTY AND COMCAST CABLE COMMUNICATIONS MANAGEMENT LLC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Grant of Easement by and between the Board of County Commissioners of Belmont County, Ohio and Comcast Cable Communications Management LLC, in the amount of \$1.00 to add a ground mounted power supply behind the Health Department building on parcel number 32-60014.00 located in Richland Township, Sec. 28, T-7, R-4.

*Note: This is for distributing broadband services.*

**GRANT OF EASEMENT**

This Grant of Easement (the "Easement") dated this 26th day of September, 2018 by and between **Board of County Commissioners of Belmont County, Ohio**, hereinafter referred to as "Grantor(s)" and **Comcast Cable Communications Management, LLC**, and its successors and assigns, hereinafter referred to as "Grantee".

WHEREAS, Grantee provides certain broadband communications services to customers in **Belmont county, Ohio** (the "Service Area");  
WHEREAS, Grantor(s) and Grantee mutually wish to enter into this Grant of Easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor(s), owner(s) of the property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain portion of the real property (the "Property") as shown on the plans attached hereto as **Exhibit A-1** (such portion of the Property being hereinafter referred to collectively as the "Easement Area"), located in the township of **Richland Sec. 28, T-7, R-4**, County of **Belmont**, State of **Ohio** described as follows:

**Parcel ID: 32-60014.000**  
**Book #: 478**

**Instrument #: N/A**  
**Page #: 739**

LEGAL DESCRIPTION:  
(See Attached Exhibit A)

**Site Address: 0 Bannock Rd. St. Clairsville, OH 43950**

Grantor(s) agree for themselves and their heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. This Agreement may be assigned by either party. The assignee shall agree in writing to be bound by all the terms and conditions hereof. This Agreement shall be binding upon the parties and their respective successors and assigns. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted: provided, however, that in making any excavation on said Property of the Grantor(s), the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as Grantee, its successors or assigns provides broadband service to the Service Area. Executed as of the date first written above.

WITNESS

Jayne Long /s/

Jayne Long /s/

Jayne Long /s/

WITNESS:

GRANTOR:

By: J. P. Dutton /s/

Name: J. P. Dutton

Title: President

By: Mark A. Thomas /s/

Name: Mark A. Thomas

Title: Member

By: Josh Meyer /s/

Name: Josh Meyer

Title: Vice-President

GRANTEE:

**Comcast Cable Communications Management, LLC**

By: \_\_\_\_\_

Name: **John Montross**

Title: **RVP, Engineering**

APPROVED AS TO FORM:

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

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN OIL & 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. 3, by and through the Belmont County Board of Commissioners and Ascent Resources - Utica, LLC, effective September 26, 2018, in the amount of \$5,000 per net leasehold acre for 0.057 acres, Parcel# 64-600001.000 located in Pease Township, for a five-year term, 20% royalty. Total Payment Amount: \$285.00.

**PAID-UP**

**OIL & GAS LEASE** Lease No. \_\_\_\_\_

This Lease made this 26th day of September, 2018, by and between: **Belmont County Sanitary Sewer District No. 3, by and through the Belmont County Board of Commissioners, J.P. Dutton, President, Josh Meyer, Vice President and Mark Thomas, Commissioner**, whose address is **101 West Main Street, St. Clairsville, Ohio 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 **Pease**, in the County of **Belmont**, in the State of **Ohio**, and described as follows:

**See attached Exhibit 'A' attached hereto and made a part hereof.**

and described for the purposes of this agreement as containing a total of **0.057** Leasehold acres, whether actually more or less, and including contiguous lands owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor, by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5)** years from 12:00 A.M. September 26, 2018 (effective date) to 11:59 P.M. September 25, 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 (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

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

**NO AUTOMATIC TERMINATION OR FORFEITURE.**

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

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

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

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

(B) **ROYALTY:** For all oil and gas substances that are produced and sold from the lease premises, Lessor shall receive as its royalty one-eighth (12.5%) 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.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good

faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

**(K) PAYMENT REDUCTIONS:** If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the rentals (except for Delay Rental payments as set forth above), royalties, 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.

**See attached Exhibit 'B' which is unrecorded.**

IN WITNESS WHEREOF, Lessor hereunto sets hand and seal.

**Lessor**

Belmont Sanitary Sewer District No. 3, by and through  
the Belmont County Board of Commissioners  
J. P. Dutton /s/  
J.P. Dutton, President  
Josh Meyer /s/  
Josh Meyer, Vice-President  
Mark Thomas /s/  
Mark Thomas, Commissioner

APPROVED AS TO FORM:  
David K. Liberati /s/ Assist P. A.  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PLAT OF** \_\_\_\_\_ ] [Belmont Co. Commissioners  
**A B KOLB LANE (PRIVATE)** \_\_\_\_\_ ] [Courthouse  
**RICHLAND TWP., SEC. 29, T-7, R-4** \_\_\_\_\_ ] [St. Clairsville, Ohio 43950  
[Date September 26, 2018

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 A B Kolb Lane (Private), Richland Township Section 29, T-7, R-4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
**Revised Code Sec. 711.05**  
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To: Cindi Henry, F.O., Richland Township Trustees, PO Box 16, St. Clairsville OH 43950

You are hereby notified that the 10th 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: Richland 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 HIRING OF SUE SLAVEN AS PART-TIME DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve hiring Sue Slaven as part-time driver for Senior Services of Belmont County, effective October 1, 2018.

Upon roll call the vote was as follows:

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

Mr. Dutton noted this is a replacement position, not a new hire.

**IN THE MATTER OF HIRING NIKKI ALLEN AS FULL-TIME ASSISTANT DOG WARDEN/ANIMAL SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Nikki Allen as full-time Assistant Dog Warden for Belmont County Animal Shelter, effective October 1, 2018.

Upon roll call the vote was as follows:

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

Mr. Dutton said this is a new position, but not a new person in terms of numbers. They have been transitioning some of the new hires from kennel staff to assistant dog warden designations which allow them some more flexibility to handle both dog warden duties as well as some of the kennel staff duties.

**OPEN PUBLIC FORUM**-Jim Morrison, representing residents of Otto Road, gave a history of their efforts to obtain water for their area. He said they have talked to eight different groups for any kind of funding. Besides the Belmont County Commissioners they have talked to Mead and York Township Trustees, EQT (drilling wells on Otto Road), Senator Frank Hoagland's senior aide who started a case file and will be talking to the EPA regarding unsafe well water. They have also contacted Congressman Bill Johnson, Belomar and Senator Sherrod Brown's office. He added they are still looking for funding sources or any form of help. Mr. Dutton said he appreciates the additional information and will be discussing this in detail soon. Mr. Dutton said the CDBG program through Belomar or OMEGA, another regional council, seems to be the best bet for trying to get some type of federal or state funds to go towards partially funding the project. Mr. Dutton said the board will follow up with Mr. Morrison.

**RECESS**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:34 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of 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 10:15 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:15 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-NO ACTION TAKEN AT THIS TIME**

**RECESS UNTIL FRIDAY, 9:00 A.M. BUDGET HEARINGS**

**Reconvened Friday, September 28, 2018 at 9:03 a.m. Present: Commissioners Dutton and Thomas, Jayne Long, Clerk.**

**Absent: Commissioner Meyer**

**Budget Hearings**-Present: Jaclynn Smolenak and Lisa Vannoy, Fiscal/Assistant Clerks

2019 budget requests were reviewed with each department. Mr. Dutton advised all departments during their budget hearing that the Auditor is anticipating the same allocation as last year. He referenced the Sheriff Department's continued need for more funding and the jail overcrowding and said they are trying to come to a long term solution, but it continues to loom over the short term.

**DIVISIONAL COURTS**-Present: Judges Eric Costine and Chris Berhalter and Clerks Rosalee Ralston and Donna Cottage  
Judge Berhalter said they have discussed different ideas in the last three to five years, but need money to fund them. They include a County Court Drug Court; people are sitting in the jail waiting to be evaluated to get into a residential program. They need to be monitored more and not in a jail. He added this would cost less than building a new jail facility. Judge Costine said they did get a new probation officer and that has helped. He said house arrest for some offenders has been discussed. Judge Berhalter said that these programs would be a cost to the courts since a majority of the offenders are indigent. Mr. Thomas said the Board of Commissioners is contemplating hiring an entity to look at the jail and give an overview on what is going on there. He said the mental health patients seem to be an issue. Judge Berhalter discussed other options for residential facilities, other than the jail, for drug abuse offenders which are covered by Medicaid. He said Bellaire opened a new facility in their hospital to treat both addiction and mental health. Ms. Ralston and Ms. Cottage will be attending a Clerks Association meeting and will try to get a budget for a County Drug Court. Judge Berhalter asked the Commissioners to look at possibly increasing the salaries of the court employees. He said the supply funding is still an issue, they used what was provided by the end of March. They are continuing to look at ways to continue to decrease costs. No personnel changes or equipment needs are expected.

**RECORDER**-Present: Recorder Mary Catherine Nixon

Mrs. Nixon said the ACS contract expires next year; she is looking for a new vendor. She said there are no personnel changes expected at this time.

September 26, 2018

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 9:55 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Thomas to adjourn the meeting at 9:55 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 3<sup>rd</sup> day of October, 2018.

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

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

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

September 26, 2018

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