

St. Clairsville, Ohio

December 5, 2018

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

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

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

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

IN THE TOTAL AMOUNT OF \$1,055,873.62

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A03.002 Salaries-Jail	\$60,767.42
E-0141-A001-C04.012 Equipment	E-0141-A001-C03.010 Supplies	\$67.24
E-0141-A001-C07.000 Travel	E-0141-A001-C03.010 Supplies	\$128.35
E-0141-A001-C09.003 PERS	E-0141-A001-C03.010 Supplies	\$2,800.00
E-0141-A001-C11.000 Other Expenses	E-0141-A001-C03.010 Supplies	\$124.54
E-0257-A017-A00.000 Contingencies	E-0111-A001-E02.002 Salaries-Employees	\$12,986.70

P05 WWS #3 REV FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P45.000 Utilities	E-3702-P005-P19.012 Equipment	\$15,000.00

S12 PORT AUTHORITY

FROM	TO	AMOUNT
E-9799-S012-S07.000 Professional Services	E-9799-S012-S05.000 Travel	\$500.00

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 N29 CAPITAL PROJECTS-FACILITIES FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$619,246.43

P53 SSD #2 REVENUE FUND AND THE O53 NOTE RET-SSD #2 FORCE MAIN/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9253-O053-O10.574 Transfers In	\$20,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 5, 2018:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0011-A001-B03.010	Supplies	\$2,720.66
E-0011-A001-B04.012	Equipment	\$2,935.92
E-0011-A001-B05.012	Computer	\$2,475.44
E-0011-A001-B07.000	Travel	\$4,154.42
E-0011-A001-B11.000	Other Expenses	\$2,322.08
E-0121-A006-B03.010	Supplies	\$45,000.00
E-0121-A006-B06.011	Contract Services	\$16,110.77
E-0170-A006-G11.000	Other Expenses	\$2,862.41
E-0213-A001-H01.000	Examination- County Officers	\$418.20

B00 Dog & Kennel Fund

E-1611-B000-B01.002	Auditors Clerk Hire & Supply	\$457.11
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J00 Real Estate Assessment

E-1310-J000-J03.011	Contracts-Services	\$12,857.24
E-1310-J000-J06.000	Other Expenses	\$22,690.32

S78 Supplement Equipment/Recorder

E-1210-S078-S08.011	Contract Services	\$545.83
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Upon roll call the vote was as follows:

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

IN THE MATTER OF 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****

S79 CERTIFICATE OF TITLE ADMIN FUND

E-6010-S079-S09.004	Workers Comp	\$2,298.06
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****DECEMBER 5, 2018****

A00 GENERAL FUND

E-0061-A002-B05.000	Intense Probation-Clerk of Crts	\$7,543.34
E-0170-A006-G12.000	Indigent Clients-Payment to State	\$365.40
E-0257-A015-A14.000	Attorney Fees	\$504.60
E-0257-A015-A15.074	Transfers Out	\$619,246.43
E-0257-A017-A00.000	Contingencies	\$4,501.39

H00 PUBLIC ASSISTANCE/BCDJFS

E-2510-H000-H01.002	Salaries	\$200,000.00
E-2510-H000-H17.000	Other Expenses	\$660,919.19

L01 SOIL CONSERVATION

E-1810-L001-L08.000	Education	\$5,000.00
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S12 PORT AUTHORITY

E-9799-S012-S07.000	Professional Services	\$29,000.00
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OAKVIEW JUVENILE REHABILITATION

E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$1,105.73
E-8012-S032-S00.000	Activity Fund	\$132.50

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.
CASINO REVENUE Q1, Q2 AND Q3-2018/GENERAL FUND deposited into R-0010-A000-A06.500 on various dates:

1 st Qtr. 2018 Casino Money	\$211,799.42
2 nd Qtr. 2018 Casino Money	\$207,196.41
3 rd Qtr. 2018 Casino Money	\$200,250.60

REIMBURSEMENT FROM SHERIFF/NOVEMBER 2018-\$4,501.39 deposited into R-0050-A000-A40.500 on 11-29-18.
N29 FUND/CASINO REVENUE Q1, Q2 AND Q3-2018-\$619,246.43 transferred from the General Fund to the N29 Fund on 12/05/18.

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 HOSPITALIZATION
CHARGEBACKS FOR NOVEMBER & DECEMBER, 2018**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for Hospitalization Chargebacks for November & December, 2018.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	9,462.04
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	15,027.82
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	35,681.60
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	12,801.08
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,690.02
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,345.01
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	4,035.03
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	8,441.54
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	5,380.04
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	894.94
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	8,070.06
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	107,139.66

E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	154,649.08
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	13,853.18
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,690.02
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	7,421.04
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	49,534.80
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	14,470.60
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	5,918.04
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	90,999.54
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,951.79
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	2,690.02
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	2,690.02
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,690.02
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	33,486.48
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,020.50
	WATER DEPARTMENT		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	35,083.02
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	17,587.21
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	15,402.92
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	134.50
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	2,365.52
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,152.02
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	556.58
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	607.60
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	2,421.02
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	403.50
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	0.00
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	0.00
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	1,020.50
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	

E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	9,090.56
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TOTALS688,858.92

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 MUTUAL OF OMAHA LIFE INSURANCE CHARGEBACKS FOR THE FOURTH QUARTER PERIOD:
OCTOBER, NOVEMBER & DECEMBER, 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for the Mutual of Omaha Life Insurance Chargebacks for the Fourth Quarter (October, November & December, 2018)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,615.68
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	37.11
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	31.23
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	27.30
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	152.10
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	256.59
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	5.85
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	5.85
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	5.85
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	39.03
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	29.25
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	144.33
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	39.00
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	159.12
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	45.63
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	17.55
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	5.85
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	37.05
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	102.39
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	503.19
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	64.38
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	34.83
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	4.35
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	1.17
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	10.83
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	23.40
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	4.11
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	0.30
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	23.40
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	23.40
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	5.85
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	5.85
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	11.70

E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.55
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	11.70
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	11.70
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	
Total amount this transfer			3,514.47

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 ___December 5, 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:
COMMISSIONERS-J. P. Dutton and Mark A. Thomas to Columbus, OH, on December 9-11, 2018, to attend the CCAO/CEAO Winter Conference. A county vehicle will be used for travel.
COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-Juvenile probation officers to Cleveland, OH, on December 6 & 7, 2018, and every month following for a placement of a youth. Several probation officers and the Court Administrator to Dublin, OH, on February 20-22, 2019 to attend the Inter-court Conference.
SENIORS-Kathy Perticarini to Steubenville, OH, on December 10, 2018, for a senior outing to the Nutcracker Village. Tish Kinney to Zanesville, OH, on December 12, 2018, for a senior outing to Hobby Lobby. Susan Hines to Beallsville, OH, on January 17, 2019, for a senior outing to Beallsville Diner. County vehicles 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 November 28, 2018.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement:
The following changes have been made to the regular meeting schedule:

- No meeting will be held the week of December 23, 2018, due to the Christmas holiday.
- Thursday, January 3, 2019, instead of Wednesday, January 2, 2019, due to the New Year’s holiday.

Note: All other meetings will be on Wednesdays at 9:00 a.m. as usual.

IN THE MATTER OF ACCEPTING RETIREMENT OF LOU MILLWARD, PART-TIME KENNEL STAFF/ANIMAL SHELTER

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the retirement of Lou Millward, part-time kennel staff at Belmont County Animal Shelter, effective November 28, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A MEMORANDUM OF UNDERSTANDING REGARDING 2018 HOLIDAY LEAVE SCHEDULE ONLY

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a Memorandum of Understanding with the following regarding the approved 2018 Holiday Leave Schedule only:

- AFSCME, Ohio Council 8, Local 3678, for those employees of Senior Services covered by the current collective bargaining agreement.
- AFSCME, Ohio Council 8, Local 3073, for those employees of the Department of Job and Family Services covered by the current collective bargaining agreement.
- AFSCME, Ohio Council 8, Local 702, for those employees of the Building and Grounds Department covered by the current collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING
Regarding Holiday Leave Schedule
American Federation of State, County and Municipal Employees Council 8
Belmont County Commissioners re Senior Services

This Memorandum of Understanding (“MOU”) is entered into between the American Federation of State, County and Municipal Employees, Ohio Council #8, Local 3678, (“Union”) and the Belmont County Board of Commissioners (“Commissioners”). This MOU explains the parties intent regarding the designation of holidays under Article 27 of the collective bargaining agreement between the Commissioners and the Union that took effect as of April 1, 2016 (the “CBA”).

The parties agree to add a paid full holiday scheduled December 24, 2018 (Christmas Eve, eight (8) hours holiday pay).

This MOU shall only be in force and effect for the 2018 calendar year. Unless a subsequent agreement is reached the Union shall retain only those holidays currently listed in Article 27 of the CBA during the 2019 calendar year.

This action shall not set a precedent regarding the designation of holidays beyond 2018 and this MOU shall not form the basis for any claim of past practice or entitlement to advancement in the futures.

FOR THE BELMONT COUNTY BOARD OF COMMISSIONERS	FOR AFSCME LOCAL 3678
<u>J. P. Dutton /s/</u> 12-5-18	<u>Dominic D. Saturday /s/</u>
<u>Mark A. Thomas /s/</u> 12-5-18	Dominic D. Saturday, Staff Representative
<u>Josh Meyer /s/</u> 12-5-18	AFSCME Ohio Council 8

MEMORANDUM OF UNDERSTANDING
Regarding Holiday Leave Schedule
American Federation of State, County and Municipal Employees Council 8
Belmont County Commissioners re Department of Job and Family Services

This Memorandum of Understanding (“MOU”) is entered into between the American Federation of State, County and Municipal Employees, Ohio Council #8, Local 3073, (“Union”) and the Belmont County Board of Commissioners (“Commissioners”). This MOU explains the parties intent regarding the designation of holidays under Article 27 of the collective bargaining agreement between the Commissioners and the Union that took effect as of November 1, 2017 (the “CBA”).

The parties agree to exchange a full day paid holiday for the currently scheduled half day on December 24, 2018 (Christmas Eve).

This MOU shall only be in force and effect for the 2018 calendar year. Unless a subsequent agreement is reached the Union shall retain only those holidays currently listed in Article 27 of the CBA during the 2019 calendar year.

This action shall not set a precedent regarding the designation of holidays beyond 2018 and this MOU shall not form the basis for any claim of past practice or entitlement to advancement in the futures.

FOR THE BELMONT COUNTY BOARD OF COMMISSIONERS	FOR AFSCME LOCAL 3073
<u>J. P. Dutton /s/</u> 12-5-18	<u>Dominic D. Saturday /s/</u>
<u>Mark A. Thomas /s/</u> 12-5-18	Dominic D. Saturday, Staff Representative
<u>Josh Meyer /s/</u> 12-5-18	AFSCME Ohio Council 8

MEMORANDUM OF UNDERSTANDING
Regarding Holiday Leave Schedule
American Federation of State, County and Municipal Employees Council 8
Belmont County Commissioners re Building and Grounds Department

This Memorandum of Understanding (“MOU”) is entered into between the American Federation of State, County and Municipal Employees, Ohio Council #8, Local 702, (“Union”) and the Belmont County Board of Commissioners (“Commissioners”). This MOU explains the parties intent regarding the designation of holidays under Article 27 of the collective bargaining agreement between the Commissioners and the Union that took effect as of March 1, 2016 (the “CBA”).

The parties agree to add a paid full holiday scheduled December 24, 2018 (Christmas Eve, eight (8) hours holiday pay).

This MOU shall only be in force and effect for the 2018 calendar year. Unless a subsequent agreement is reached the Union shall retain only those holidays currently listed in Article 27 of the CBA during the 2019 calendar year.

This action shall not set a precedent regarding the designation of holidays beyond 2018 and this MOU shall not form the basis for any claim of past practice or entitlement to advancement in the futures.

FOR THE BELMONT COUNTY BOARD OF COMMISSIONERS	FOR AFSCME LOCAL 702
<u>J. P. Dutton /s/</u> 12-5-18	<u>Dominic D. Saturday /s/</u>
<u>Mark A. Thomas /s/</u> 12-5-18	Dominic D. Saturday, Staff Representative
<u>Josh Meyer /s/</u> 12-5-18	AFSCME Ohio Council 8

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING ANNUAL REPORT ON DELINQUENT TAX & ASSESSMENT COLLECTION (DTAC) FUND FOR FISCAL YEAR 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the annual report on the Delinquent Tax & Assessment Collection (DTAC) Fund for fiscal year 2018 as submitted by Katherine J. Kelich, Belmont County Treasurer, pursuant to Ohio Revised Code Section 321.261.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR MARYJANE SHAFER/BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Maryjane Shafer for a mortgage deed dated December 9, 2013, as recorded in Volume 0466 at pages 175-177 in the Belmont County Recorder’s Office based upon the recommendation of Rick Healy, Belomar Regional Council.

Note: The five-year residency requirement of the CHIP mortgage has been satisfied.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated December 9, 2013, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0466 at pages 175-177, and executed by Maryjane Shafer to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

Note: XTO Energy no longer intends to use this roadway for waterline access and have not utilized this route.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION
TEMPORARILY REDUCING LEGAL AXLE LOAD
LIMIT ON WAYNE TOWNSHIP ROADS/ENGINEER

Motion made by Mr. Dutton seconded by Mr. Meyer to adopt the following:

RESOLUTION

Whereas, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon; and

Whereas, the Belmont County Board of Commissioners have received a request from the Wayne Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%); and

Whereas, the Belmont County Engineer has recommended that the Wayne Township Trustees’ request be granted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning December 1, 2018 and ending April 15, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH
MICHAEL BAKER INTERNATIONAL, ON BEHALF OF EMERGENCY
MANAGEMENT AGENCY FOR HAZARD MITIGATION PLAN UPDATE

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into agreement with Michael Baker International, on behalf of Belmont County Emergency Management Agency, in the amount of \$25,000.00 for the Belmont County Hazard Mitigation Plan Update, based upon the recommendation of Dave Ivan, EMA Director.

Note: 75% paid by State of Ohio, 25% paid by EMA

Michael Baker
INTERNATIONAL
Client Agreement

THIS AGREEMENT entered into this 5th day of DECEMBER 2018, by and between Michael Baker International (hereinafter "**MICHAEL BAKER**") with offices at 250 West Street, Suite 420 Columbus, OH 43215, and Belmont County Commissioners (hereinafter, "**CLIENT**"), Ohio entity with offices at 100 W. Main St., St. Clairsville, OH 43950.

WHEREAS, the **CLIENT** is in the business of Public Safety, and desires **MICHAEL BAKER** to perform certain technical services.

WHEREAS, **MICHAEL BAKER** is in the business of providing engineering and technical services and desires to perform such services for **CLIENT**.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** **MICHAEL BAKER** shall perform such engineering and technical services as are described in the attached Exhibit "A", including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
2. **STANDARD OF CARE.** The standard of care applicable to **MICHAEL BAKER's** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **MICHAEL BAKER** for the Work in such manner as described in the attached Exhibit B, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work shall be made monthly by the **CLIENT** to **MICHAEL BAKER** based on invoices submitted by **MICHAEL BAKER**. The **CLIENT** shall also pay **MICHAEL BAKER** a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of one and one-half percent (1½ %) per month.
4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **MICHAEL BAKER** has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or right-of-ways, and **MICHAEL BAKER** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors' bids.
5. **CONSTRUCTION MEANS AND METHODS.** **MICHAEL BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.

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Michael Baker
INTERNATIONAL

6. **COMPLIANCE WITH LAWS.** MICHAEL BAKER shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY CLIENT.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by CLIENT, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by CLIENT, by operation of law or otherwise, without the express prior written consent of MICHAEL BAKER which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY MICHAEL BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by MICHAEL BAKER, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by MICHAEL BAKER, by operation of law or otherwise, without the express prior written consent of CLIENT which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** MICHAEL BAKER shall grant CLIENT access at all reasonable times to MICHAEL BAKER's facilities where the work under this Agreement is being performed.
10. **CHANGES.** The CLIENT may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. MICHAEL BAKER shall perform such changes to the Work as directed by the CLIENT in writing and shall be paid for such Work at rates established by the Agreement, at actual costs plus _____% to cover overhead and profit, or as may be otherwise agreed between the CLIENT and MICHAEL BAKER.
11. **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the CLIENT prior to its completion, MICHAEL BAKER shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
13. **INDEMNIFICATION.** Except as stated below, MICHAEL BAKER shall indemnify and save harmless the CLIENT from these claims, losses, lawsuits or expenses caused directly by MICHAEL BAKER's sole negligent acts, errors or omissions with performance of MICHAEL BAKER's services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous waste or asbestos removal, disposal or cleanup or environmental liability, the CLIENT shall indemnify, save harmless and defend MICHAEL BAKER from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of MICHAEL BAKER's services, or claims against MICHAEL BAKER arising from work of others.
14. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, the CLIENT agrees to limit MICHAEL BAKER's liability to the CLIENT and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from
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Michael Baker

INTERNATIONAL

any cause or causes including but not limited to MICHAEL BAKER’s negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of MICHAEL BAKER to all those named shall not exceed \$50,000 or the total fee for MICHAEL BAKER’s services rendered in the project, whichever is greater.

15. **WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either MICHAEL BAKER or the CLIENT have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.
16. **INSURANCE.** Unless otherwise required in this Agreement, the CLIENT and MICHAEL BAKER shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

Worker’s Compensation	Statutorily required amounts
Employer’s Liability	\$1,000,000 Bodily Injury by Accident (Each occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Person)
Comprehensive General Liability	\$1,000,000 Each Occurrence for bodily injury and property damage \$1,000,000 Products/ Completed Operations Aggregate \$1,000,000 General Aggregate over all interests
Comprehensive Automotive Liability	\$1,000,000 Bodily Injury \$1,000,000 Property Damage (including coverage for owned, non-owned and hired vehicles)
Professional Liability	\$1,000,000 (Each claim)

17. **INDEPENDENT CONTRACTOR.** MICHAEL BAKER acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of CLIENT or any of its affiliates.
18. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.

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19. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
20. **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
21. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law provisions.
22. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.
- | | |
|-------------|--------------------------|
| Exhibit "A" | Scope of Work |
| Exhibit "B" | Compensation and Payment |
23. **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.
24. **FORCE MAJEURE.** In no event shall either **MICHAEL BAKER** or the **CLIENT** have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.
25. **REUSE OF WORK PRODUCT.** Any reuse of **MICHAEL BAKER**'s work product without written verification or adaptation by **MICHAEL BAKER** will be at the **CLIENT**'s own risk and without liability or legal exposure to **MICHAEL BAKER**. The **CLIENT** shall indemnify and hold harmless **MICHAEL BAKER** from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle **MICHAEL BAKER** to further compensation at rates to be agreed upon by the **CLIENT** and **MICHAEL BAKER**.
26. **OBLIGATION OF GOOD FAITH, FAIR DEALINGS AND MITIGATION OF DAMAGES.** This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.
27. **INVENTIONS AND PATENTS.** Inventions conceived solely by employees of **CLIENT** shall belong exclusively to **CLIENT**. Inventions conceived solely by employees of **MICHAEL BAKER** shall belong exclusively to **MICHAEL BAKER**. Inventions conceived jointly by the parties hereto in the course of work called for by this Agreement

Michael Baker
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shall be subject to further agreement of the parties so as to properly recognize each party's respective rights in such joint inventions.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS: Michael Baker International

Name: _____

Title: _____

WITNESS: Belmont County, Ohio

Jayne Long, Clerk JPDA

Name: John P Dutton Jr

Title: Commissioner

[Signature]

Name: Joshua M. Meyer

Title: Commissioner

Mal A Thomas

Name: Mal A. Thomas

Title: Commissioner

APPROVED AS TO FORM:

[Signature] Asst. Atty.

PROSECUTING ATTORNEY

Michael Baker
INTERNATIONAL

EXHIBIT B
Compensation and Payment

Deliverable		Estimated Hours to Complete	Staff Blended Rate	Cost	Project %
Phase No.	Phase Description				
1	Resource Organization/Data Collection	40	\$72.50	\$2,900.00	12%
2	Reassess Hazards, Risks, Vulnerability, and Loss Estimation Analyses	75	\$64.00	\$4,800.00	19%
3	Update, Revise, and/or Create New Mitigation Goals, Strategies, and Projects	80	\$76.25	\$6,100.00	24%
4	Draft the Updated Plan	90	\$70.00	\$6,300.00	25%
5	Plan Adoption, Monitoring and Evaluation Process	70	\$70.00	\$4,900.00	20%
	TOTAL HOURS	355			
	Total of Plan Update	355 Hours		\$25,000	100.00%

Upon roll call the vote was as follows:

Mr. Dutton
Mr. Meyer
Mr. Thomas

Yes
Yes
Yes

BAR AND GRILL, LLC, DBA ROCKOS BAR AND GRILL

Motion made by Mr. Dutton, seconded by Mr. Meyer to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a D5, liquor license, Permit No. 7457865, from Thirsty Beaver Bar & Grill LLC, DBA Thirsty Beaver Bar & Grill, 1st Floor Basement & Patio, 58800 Glens Run Road, Pease Township, Martins Ferry, Ohio 43935 to Rockos Bar and Grill LLC, DBA Rockos Bar and Grill, at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AMENDED MASTER SERVICES AGREEMENT WITH PAYMENTUS CORPORATION/WATER & SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the amended Master Services agreement with Paymentus Corporation, on behalf of Belmont County Water & Sewer District, to include additional payment types.

Note: The original agreement was approved on August 22, 2018.

Paymentus

AMENDING AGREEMENT

Customer:	Belmont County Water & Sewer District, OH
Customer Address:	67711 Oakview Drive St. Clairsville, OH 43950
Contact for Notices to Customer:	Rebecca Hughes

This Amending Agreement is entered into as of 11/30/2018 by and between the Customer ("Customer") identified above and Paymentus Corporation, a Delaware Corporation ("Paymentus").

WHEREAS:

A - The parties entered into a Master Services Agreement dated 08/22/2018

B - The parties now wish to amend the Schedule A of the Master Services Agreement to include additional payment types and corresponding Paymentus Service Fees.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Schedule A of Master Services Agreement will be amended per Schedule A attached with this Amending Agreement.

Except the Schedule A, as provided in this Amending Agreement, all provisions of the Agreement remain in full force and effect, un-amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

Customer: DPDA
By: X Mark A. Thomas X Josh Meyer
Name: MARK A. THOMAS, JOSE MEYER
Title: BELMONT COUNTY COMMISSIONERS

Paymentus:
By: _____
Name: _____
Title: _____

Paymentus

Schedule A – Paymentus Service Fee Schedule

Paymentus Service Fee charged to the User will be based on the following table:

Convenience Fee Model
<input type="checkbox"/> User Pay / Convenience Fee Model
<input type="checkbox"/> Average Bill Amount: \$60.00
<input type="checkbox"/> Paymentus Service Fee per transaction \$1.89
<input type="checkbox"/> Visa, MasterCard, Discover and eCheck transactions

Note: Maximum Amount per Payment is \$200.00 Multiple payments can be made.

Chargebacks will be billed at \$9.95 each.

Includes 500 staff generated outbound notifications (phone, text or email) per month; additional usage will be billed at \$0.15 per call / text and \$0.05 per email.

The Paymentus Service Fee will be collected in addition to the end-user bill payment total. Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ESTIMATE FROM DOMINIC PIETRANTON CONSTRUCTION, INC/WATER TOWER PARKING LOT

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve estimate from Dominic Pietranton Construction, Inc., in the amount of \$16,875.00 for a 12” thick precast wall at the water tower parking lot and to patch the lot from the wall to the existing parking lot.

Upon roll call the vote was as follows:

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

ABOVE MOTION RESCINDED ON JANUARY 30, 2019

IN THE MATTER APPROVING PARTIAL ASSIGNMENT AND MEMORANDUM OF PARTIAL ASSIGNMENT BETWEEN BOARD OF COUNTY COMMISSIONERS AND BELMONT COUNTY PORT AUTHORITY/FORMER CHILDREN’S HOME PROPERTY

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Partial Assignment and the Memorandum of Partial Assignment between the Board of County Commissioners of Belmont County, Ohio and Belmont County Port Authority which assigns certain surface rights under the county’s oil and gas lease with Rice Drilling D, LLC, dated September 18, 2013, to the Port Authority. These rights will in turn be conveyed by the Port Authority to the purchaser of 82.338 acres, more or less, of the former Children’s Home property, Auditor’s permanent parcel # 41-60003.000.

PARTIAL ASSIGNMENT

This Partial Assignment made this 5th day of December, 2018 by and between **The Board of County Commissioners of Belmont County, Ohio**, (“Assignor”) and **Belmont County Port Authority**, (“Assignee”).

Whereas, Assignor entered into a Paid-Up Oil and Gas lease with Rice Drilling D, LLC dated September 18, 2013, (“The Lease”) a copy of which is attached hereto and made a part hereof by incorporation with respect to numerous parcels of real estate, including the following described real estate (“The Premises”) which was transferred by Assignor to Assignee by Deed dated the 7th day of February, 2018 and recorded in Volume 747, Page 599 of the Official Records of Belmont County, Ohio:

- Situated in the Township of Warren, County of Belmont, and State of Ohio. Being a part of Section 10, Township 8, Range 6, and a part of a 62.62 acre tract recorded in Volume 169, Page 210, all of a 35.60 acre tract recorded in Volume 298, Page 133 and all of a 1.02 acre tract recorded in Volume 71, page 424 of the Belmont County Deed Records. Beginning at a marked stone found at the southeast corner of Section 10. Thence from this place of beginning and along the section line and the north edge of Township Road 184, South 89 deg. 31 min. 40 sec. West 890.56 feet to a point in the north edge of said road, passing an iron pin found capped "Claus" at 416.53 feet; thence leaving the section line and the road and with dividing lines, North 00 deg. 28 min. 07 sec. West 630.36 feet to an iron pin set, passing an iron pin set at 19.64 feet; thence North 59 deg. 10 min. 49 sec. West 1118.73 feet to a point on the east line of a 1.277 acre tract recorded in OR Volume 353, Page 233 (formerly the B & O Railroad right of way line); passing an iron pin set at 1045.03 feet; thence along the former right of way line now recorded as said 1.277 acre tract, a 4.393 acre tract recorded in Volume 695, Page 440 and a 1.114 acre tract recorded in Volume 768, Page 374, respectively, the following six courses and distances:
- 1- a curve to the right having a radius of 1859.86 feet, an arc length of 279.88 feet and a chord that bears North 15 deg. 38 min. 13 sec. East 279.62 feet;
 - 2- South 70 deg. 03 min. 07 sec. East 10.00 feet;
 - 3- a curve to the right having a radius of 1849.86 feet, an arc length of 336.66 feet and a chord that bears North 25 deg. 09 min. 42 sec. East 336.20 feet;
 - 4- North 59 deg. 37 min. 28 sec. West 10.00 feet;

5- a curve to the right having a radius of 1859.86 feet, an arc length of 789.73 feet and a chord that bears North 42 deg. 32 min. 25 East 783.81 feet to a point in the northwest edge of State Route 147, passing an iron pin found capped "Claus" at 68.25 feet along the arc;

6- North 54 deg. 42 min. 17 sec. East 1339.37 feet to an iron pipe found on the east line of Section 10:
Thence along the section line and crossing State Route 147, South 00 deg. 15 min 40 sec. East 3122.81 feet to the place of beginning, passing the center of said state route at 434.00 feet. **Containing 82.338 acres**, more or less.
Subject to the right of way of Township Roads 178 and 184, State Route 147 and any other easements and rights of way of record.
Bearings used in this description are assumed and should be used only for angle calculation.
This description was prepared by Robert A. Barr, P.S. 7829 as the result of an actual field survey performed during March and April 2014. All iron pins set are 1/2 inch re-bars, 30 inches long with plastic caps stamped "BARR 7829".
Auditor’s Permanent Parcel Number: 41-60003.000

Whereas, The Lease is evidenced by a Memorandum of Lease recorded in Volume 424 Page 532 of the Official Records of Belmont County Ohio. The Lease was ratified by a Ratification Agreement recorded in Volume 800, Page 755 of the Official Records of Belmont County, Ohio. The Lease was amended by an Amendment recorded in Volume 481, Page 629 of the Official Records of Belmont County, Ohio.
Whereas, Assignor has conveyed the surface of The Premises described in The Lease to Assignee, and Assignor wishes to assign the provisions of The Lease that benefit the surface and the surface owners; and
Whereas, The Lease provides in Article XI as follows:

Assignment of Lease:
“The rights of either party hereunder may be assigned or otherwise transferred, in whole or in part, and as to any horizon, and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns of the parties hereto. Each Assignee of all or any portion of the rights of Lessee hereunder agrees to be bound by the provisions of this Lease to the same extent as if such Assignee were an original part to this Lease. Lessee and any Assignee shall provide to Lessor a true copy of any assignment with recording information reflected thereon (if recorded) and addresses of all assignees within thirty (30) days of making such assignment. Failure by Lessee to satisfy any of the above stated obligations shall constitute a default and be subject to the default provisions of this Lease.”
NOW THEREFORE, In consideration for the Assignee’s purchasing the surface of The Premises, and as a condition of the purchase therefore, Assignor herby grants, transfers, sets over and assigns to Assignee any and all provisions of The Lease which benefit the surface and/or the surface owners of The Premises, including but not limited to, the provisions in The Lease contained in paragraphs within the following Articles of The Lease:

- Article V Water Protection
- Article VI Land Protection
- Article VIII Liens Against Lessee
- Article IX Removal of Equipment
- Article XI Assignment or Transfer of Lessee Interest
- Article XII Lessee Compliance

To the extent that any provisions in the Lease may be deemed to benefit both Assignor and Assignee, each shall be entitled to avail themselves of said provision and to exercise rights pursuant to said provision as against Rice Drilling D, LLC, or their successors or assigns. This assignment shall not be construed to convey to Assignee any rights in oil or gas, or the constituents thereof, or any right to receive royalties for the same, those rights having been retained by Assignor.
Further, this Assignment shall not be construed to convey to Assignee any rights in any property covered by The Lease other than The Premises as described above.
Assignor and Assignee agree to execute a Memorandum of this Partial Assignment to record with the Belmont County Recorder.
Executed this 5th day of December, 2018.

ASSIGNOR	ASSIGNEE
The Board of County Commissioners of Belmont County, Ohio	Belmont County Port Authority
<u>Mark Thomas /s/</u>	<u>Larry Merry /s/</u>
Mark Thomas	Larry Merry, Director
<u>Josh Meyer /s/</u>	
Josh Meyer	
<u>J. P. Dutton /s/</u>	
J.P. Dutton	

MEMORANDUM OF PARTIAL ASSIGNMENT

This Memorandum of Partial Assignment is made this 5th day of December, 2018 by and between **The Board of County Commissioners of Belmont County, Ohio**, 101 W. Main Street, St. Clairsville, OH 43950 (“**Assignor**”) and **Belmont County Port Authority**, 101 N Market St. Ste J, St. Clairsville, OH 43950 (“**Assignee**”).
Assignor entered into an oil and gas lease with Rice Drilling D, LLC, 171 Hillpointe Drive, Suite 301, Canonsburg, PA 15317, dated September 18, 2013 (**The Lease**) with respect to the following property:
Situating in the Township of Warren, County of Belmont, and State of Ohio. Being a part of Section 10, Township 8, Range 6, and a part of a 62.62 acre tract recorded in Volume 169, Page 210, all of a 35.60 acre tract recorded in Volume 298, Page 133 and all of a 1.02 acre tract recorded in Volume 71, page 424 of the Belmont County Deed Records.
Beginning at a marked stone found at the southeast corner of Section 10. Thence from this place of beginning and along the section line and the north edge of Township Road 184, South 89 deg. 31 min. 40 sec. West 890.56 feet to a point in the north edge of said road, passing an iron pin found capped "Claus" at 416.53 feet; thence leaving the section line and the road and with dividing lines, North 00 deg. 28 min. 07 sec. West 630.36 feet to an iron pin set, passing an iron pin set at 19.64 feet; thence North 59 deg. 10 min. 49 sec. West 1118.73 feet to a point on the east line of a 1.277 acre tract recorded in OR Volume 353, Page 233 (formerly the B & O Railroad right of way line); passing an iron pin set at 1045.03 feet; thence along the former right of way line now recorded as said 1.277 acre tract, a 4.393 acre tract recorded in Volume 695, Page 440 and a 1.114 acre tract recorded in Volume 768, Page 374, respectively, the following six courses and distances:
1-a curve to the right having a radius of 1859.86 feet, an arc length of 279.88 feet and a chord that bears North 15 deg. 38 min. 13 sec. East 279.62 feet;
2-South 70 deg. 03 min. 07 sec. East 10.00 feet;
3-a curve to the right having a radius of 1849.86 feet, an arc length of 336.66 feet and a chord that bears North 25 deg. 09 min. 42 sec. East 336.20 feet;
4-North 59 deg. 37 min. 28 sec. West 10.00 feet;
5-a curve to the right having a radius of 1859.86 feet, an arc length of 789.73 feet and a chord that bears North 42 deg. 32 min. 25 East 783.81 feet to a point in the northwest edge of State Route 147, passing an iron pin found capped "Claus" at 68.25 feet along the arc;
6-North 54 deg. 42 min. 17 sec. East 1339.37 feet to an iron pipe found on the east line of Section 10:
Thence along the section line and crossing State Route 147, South 00 deg. 15 min 40 sec. East 3122.81 feet to the place of beginning, passing the center of said state route at 434.00 feet. **Containing 82.338 acres**, more or less.
Subject to the right of way of Township Roads 178 and 184, State Route 147 and any other easements and rights of way of record.
Bearings used in this description are assumed and should be used only for angle calculation.
This description was prepared by Robert A. Barr, P.S. 7829 as the result of an actual field survey performed during March and April 2014. All iron pins set are 1/2 inch re-bars, 30 inches long with plastic caps stamped "BARR 7829".
Auditor’s Permanent Parcel Number: 41-60003.000

The Lease is evidenced by a Memorandum of Lease recorded in Volume 424, Page 532 of the Official Records of Belmont County, Ohio. **The Lease** was ratified by a Ratification Agreement recorded in Volume 800, Page 755 of the Official Records of Belmont County, Ohio. The **Lease** was amended by an Amendment recorded in Volume 481, Page 629 of the Official Records of Belmont County, Ohio.

NOW THERFORE, in consideration for Assignee purchasing the surface of The Premises, Assignor has executed and delivered to Assignee this day, a Partial Assignment conveying to Assignor certain rights in **The Lease**, relating to surface use protections contained in **The Lease**. Assignor has also retained its rights in certain provisions of **The Lease**.

This Memorandum is executed to memorialize the aforesaid Partial Assignment while maintaining the confidentiality of the provisions contained within **The Lease**, and shall not be considered in any way a modification or alteration of the terms of the Partial Assignment.

Executed this 5th day of December, 2018.

ASSIGNOR
The Board of County Commissioners
of Belmont County, Ohio
Mark Thomas /s/
Mark Thomas
Josh Meyer /s/
Josh Meyer
J. P. Dutton /s/
J.P. Dutton

ASSIGNEE
Belmont County Port Authority
Larry Merry /s/
Larry Merry, Director

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-

Discussion held re: Powhatan Point Senior Center-Present: Pattie Meyer, Melda Gallaher (Association President); Barbara King; Robert Myers; Chuck Haught. Mrs. Meyer said the building she mentioned at last week’s meeting was purchased by someone else. She said they started a building fund and XTO Energy gave them a nice start. They are trying to purchase a piece of property. She asked the Board of Commissioners to budget some money to build a building because they need to get out of the flood area. Mr. Dutton said the Board can look into it and discuss it further. He said it would be up to the Board to make a determination on the ownership of that building, long-term. Mrs. Gallaher said it is not just the flooding, but the truck traffic is more of an issue right now. Mike Bianconi said at the end of October there was \$4 million in the Senior Services account. He wanted to know why the building wasn’t purchased several months ago. Mr. Dutton said, “The Board decided, as a whole, that it was unsure of making the purchase due to the precedent it would set with some other potential senior centers. We are in a difficult situation where we stand with our current senior centers. We have various different agreements on these senior centers. Some are owned by associations, which is the case in Powhatan, some are under rental agreements the County pays for. We have two that are in county owned structures.” Mr. Meyer added that more than half of the \$4million will go towards fleet management and paying off the new Senior Services (Community) building. Mr. Dutton said the goal was to pay off the building next year which is roughly in a five-year window from when the project was started. Mr. Dutton said, “Our goal is to pay that building off next year. We’re pretty excited about paying that debt down that quickly and getting that out of our county debt portfolio. We have to be very mindful.” Mr. Dutton added the fleet needs to be maintained so that multiple breakdowns don’t happen all at once. He noted Gary Armitage, Senior Services Director, has been involved in the discussions regarding the Powhatan center.

IN THE MATTER OF HEARING HELD RE: ROAD IMPROVEMENT 1172
VACATION OF A PORTION OF HACKELBURN EY ROAD (T-52), WAYNE TOWNSHIP

Present: Will Eddy, Drafting Technician II and Andrew Hadzima, Drafting Technician II. Mr. Eddy said there are right-of-way issues that need to be addressed. Terry Lively, Belmont County Engineer, is going to postpone his decision based on further review. The petitioner will have some time to acquire the easements needed and will address at a later time. He said a turnaround needs to be added because they are making a through road into a dead-end road so Wayne Township is requesting there be a turnaround. Also AEP has power lines that run through there so it needs to be checked and verified if AEP has right-of-way permission from the private owners to go back there and maintain their lines. Present at the viewing were Mr. Lively; William Davis and Russell Winland, Wayne Township Trustees; Marvin and Michelle Steed, Petitioners; Kevin Williams and Mr. Eddy. Mr. Eddy added Mr. Lively did not give him a time limit, but if the issues are not resolved in a month a new vacate will need to be started. Mr. Thomas said it is fine to continue, but a date needs set.

Motion made by Mr. Dutton, seconded by Mr. Meyer to continue the hearing for **Road Improvement 1172** for the vacation of a portion of Hackelburney Road (T-52), Wayne Township, until January 16, 2019, at 9:30 a.m.
Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF] [BEL. CO. COMMISSIONERS
A PORTION OF HACKELBURN EY RD. (T-52)] [COURT HOUSE
WAYNE TWP. SEC. 27 & 33, T-6, R-5/RD IMP 1172] [ST. CLAIRSVILLE, OH 43950
HEARING CONTINUED] [DATE December 5, 2018

NOTICE OF PUBLIC ROAD HEARING
CONTINUED
Revised Code Sec. 5553.05

To Krista West, F.O., Wayne Township Trustees, 56965 Stumptown Rd., Jerusalem, OH 43747, and the owner(s) of property abutting road petitioned for vacation.
You are hereby notified that the Board of Commissioners has fixed **the 16th day of January, 2019 at 9:30** o'clock A.M., at the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place for the **continued** hearing on the above stated matter.
If you have any objections, you or your agent should appear at this hearing matter.
By order of the Belmont County Commissioners.

Jayne Long /s/
Clerk of the Board

Mail by certified return receipt requested.
cc: Pultney Township Trustees
Gene Wells, ODNR
Adjacent Property Owners

Present: Jane Keyser, 4-H Educator, Lorrissa Dunfee, Family and Consumer Sciences Educator and Daniel Lima, Agriculture and Natural Resources Educator.

Ms. Keyser said they have reorganized and now have an administrator over Noble, Guernsey, Belmont and Monroe Counties. Ms. Keyser gave a slide presentation on the 4-H program. She said the 4-H program has grown quite a bit in the last few years in all areas. 1,243 children participated in 4-H in 2018 which is double since 2015. Mr. Lima gave a slide presentation on oil and gas royalties. They have partnered up with Ohio Natural Resources and have calculated the decline curve on forty-seven wells. He said there has been a drop of 75% which is typical. Mr. Lima also discussed the Beef Quality Assurance Program. Consumer interest led to quality assurance. Consumers concerns are contamination by bacterial germs, residues (pesticides/herbicides), product tampering, food handling in Supermarkets and antibiotics/hormones. Ms. Keyser noted the kids that raise livestock also has to go through quality assurance. Ms. Dunfee said her focus is healthy relationships, healthy people and healthy finances and gave an overview of each area.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:37 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 compensation 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 10:57 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:57 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

Reconvened Thursday, December 6, 2018, at 8:33 a.m. Present: Commissioners Dutton, Meyer and Thomas and Jayne Long, Clerk.

**IN THE MATTER OF ADOPTING RESOLUTION
APPOINTING KAREN HILL AS
INTERIM BELMONT COUNTY CLERK OF COURTS**

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

RESOLUTION

WHEREAS, David Trouten has submitted his resignation as Belmont County Clerk of Courts effective December 6, 2018 at 8:30 a.m.; and **WHEREAS**, it is therefore appropriate, pursuant to Ohio Revised Code 305.02, for the Belmont County Board of Commissioners to select an interim Clerk of Courts to serve in that capacity until the Belmont County Republican Central Committee selects a new person to serve as Belmont County’s Clerk of Courts and that person is duly qualified.

NOW, THEREFORE BE IT RESOLVED THAT the Belmont County Board of Commissioners does hereby appoint Karen Hill to serve as the Interim Belmont County Clerk of Courts effective December 6, 2018 at 8:31 a.m., and to continue until the time when the Officer appointed by the Belmont County Republican Party Central Committee qualifies and takes office per Ohio Revised Code 305.02(A) and (F).

Adopted this 5th day of December, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROMOTION OF
NATHAN RAUSCHENBERG FROM UTILITY WORKER
TO MECHANIC/DISTRIBUTION MAINTENANCE FOR
WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the promotion of Nathan Rauschenberg from Utility Worker to Mechanic/Distribution Maintenance for Belmont County Water & Sewer District, effective December 10, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 8:38 A.M.
Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 8:38 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of December, 2018.

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

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

Mark A. Thomas /s/ PRESIDENT
Jayne Long /s/ CLERK