St. Clairsville, Ohio

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

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

IN THE MATTER OF ALLOWANCE OF BILLS AS CERTIFIED IN THE AUDITOR'S OFFICE

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-McGhee Office Supply	Supplies-Public Defender/General Fund	73.71
A-McGhee & Co.	Supplies-Engineer/General Fund	125.00
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	563.35
S-AT&T	Internet/Northern Ct. Gen. Special Projects Fund	31.60
S-TSG	Data Backup & Vaulting/Northern Div. Ct. Computer Fund	141.38
S-TSG	Offsite Backup/Eastern Div. Ct. Computer Fund	522.84
S-United Bank	Armory property mortgage/Port Authority Fund	1,793.62
Y-CEBCO	Hospitalization Insurance/Employer's Share Holding Account	460,700.48

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for March 25, 2015 as follow: FUND AMOUNT A-GENERAL \$14,186.95 A-GENERAL/AUDITOR \$1,806.33 \$1,484.85 A-GENERAL/EMA \$58,962.25 A-GENERAL/ENGINEER A-GENERAL/PROBATE \$914.27 A-GENERAL/SHERIFF \$5,173.45 \$1,780.21 A-GENERAL/911 \$1,508.21 B-Dog Kennel E-911 \$660.00 \$59,433.81 H-Job & Family, CSEA H-Job & Family, Public Assistance \$4,118.96; \$53.22 H-Job & Family, WIA \$1,148.00; \$50,079.70; \$800.11 J-Real Estate Assessment \$1,672.85 \$300.00 M-Juvenile Ct. – Placement II \$3,001.08 M-Juvenile Ct. – Title IV-E Reimb. N-Capital Projects-Facilities \$19,979.40; \$1,135.17 N-Capital Projects-Senior Centers \$52,170.26 P-Oakview Admn Bldg. \$3,827.45 \$1,646.38; \$167,547.66; \$21,935.14; \$63,635.88; \$1,147.07; \$567.47 P-Sanitary Sewer District S-Common Pleas Ct. Gen. Special Projects \$3,017.50 S-District Detention Home \$11,652.66 S-Eastern Ct. General Special Projects \$96.55 S-Job & Family, Children Services \$929.85; \$144,516.48 S-Juvenile Ct. Gen. Special Projects \$277.55 S-Juvenile Ct. Computer Fund \$171.80 S-Northern Ct. Gen. Special Projects \$280.60 **S-Senior Services** \$29,755.09 S-Smart Ohio Pilot Grant \$954.24 S-Oakview Juvenile Residential Center \$363.95; \$2,739.38; \$264.88; \$85.25 S-Probate Court Computer Fund \$1,499.00 S-Sheriff Commissary Fund \$602.90 U-Sheriff Reserve Account \$420.00 Upon roll call the vote was as follows: Mrs. Favede Yes

March 25, 2015

"BILLS ALLOWED"

Mr. Cottland	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within fund for the following funds: <u>S77 COMMUNITY-BASED CORRECTIONS ACT GRANT/ADULT PROBATION</u>

Yes

FROM	ТО	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$130.60
BCSSD/VARIOUS FUNDS	-	
FROM	ТО	AMOUNT
E-3704-P051-P16.074 Transfers Out	E-3704-P051-P09.000 Sewage Disposal	\$50,000.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P03.012 Equipment	\$20,000.00
E-3706-P055-P20.074 Transfers Out	E-3706-P055-P03.012 Equipment	\$6,000.00
E-3706-P055-P20.074 Transfers Out	E-3706-P055-P07.011 Contract-Services\$17,	000.00
Upon roll call the vote was as follows:		
-	Mrs. Favede Yes	
	Mr. Coffland Yes	

Mr. Thomas

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION

CHARGEBACKS-MARCH AND APRIL, 2015

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for March and April, 2015.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	7,755.43
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	19,696.44
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	33,114.51
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	6,894.10
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	1,189.95
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,379.90
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,189.95
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,569.85
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	7,796.94
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	3,569.85
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	902.84
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	4,308.38
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	96,429.19
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	129,431.34
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,441.00
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,379.90
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	0.00
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	39,064.26
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	12,802.34
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	4,759.80
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	65,903.15
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,371.16
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	1,189.95
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,189.95
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,379.90
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	20,270.66
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	6,689.10
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	24,793.62
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	5,433.10
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	8,036.32
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	911.30
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	340.52
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	11,002.98
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	2,260.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	492.00
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	1,428.00
E-2216-F078-F02.002	Торассо	R-9891-Y091-Y01.500	0.00

E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	3,282.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	2,379.90
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	4,759.80
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,282.74
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	902.84
	1	TOTALS	568,974.96
Upon roll call the vote	was as follows:	Mr. Thomas Yes	
		Mr. Coffland Yes	
		Mrs. Favede Yes	

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE B00 BELMONT COUNTY DOG AND KENNEL FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of January 2, 2015: E-1611-B000-B01.002 Auditor's Clerk Hire & Supply \$4,300.00

Upon roll call the vote was as follows:

Mr. Thomas Yes	
Mrs. Favede	Yes
Mr. Coffland	Yes

IN THE MATTER OF APPROVING

THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated March 25, 2015, 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 or order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF GRANTING PERMISSION

FOR COUNTY EMPLOYEES TO TRAVEL

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

ANIMAL SHELTER – Director Angela Hatfield and Nancy Zielinski to travel to New Orleans, LA, on March 30-April 3, 2015, to attend the International Pet Expo sponsored by the Humane Society of the United States. Estimated expenses: \$1,000 each

SENIOR SERVICES – Valerie Forst and seniors to travel to Hopedale, OH, on April 6, 2015, for a senior center outing. Daisy Braun and seniors to travel to Wheeling, WV, on April 6, 2015, for a senior center outing. Mike McBride and seniors to travel to Moundsville, WV, on April 15, 2015, for a senior center outing. Sue Hines and seniors to travel to Wheeling, WV, on April 21, 2015, for a senior center outing. Senior Centers of Belmont County to travel to Wheeling, WV, on April 21, 2015 for an outing. Sue Hines and seniors to travel to Hopedale, OH, on April 23, 2015, for a senior center outing. Donna Steadman and seniors to travel to Moundsville, WV on April 14 & 28, 2015, for a senior center outing.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF APPROVING MINUTES OF REGULAR

BOARD OF COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of March 11, 2015.

Upon roll call the vote was as follows:

Mrs. Favede		Yes
Mr. Coffland		Yes
Mr. Thomas	Yes	

ANNOUNCEMENT - The Belmont County Courthouse elevator will be out of service beginning Tuesday, April 7 through Friday, May 22, 2015, for a modernization project.

IN THE MATTER OF REAPPOINTMENTS TO THE BELMONT COUNTY TOURISM COUNCIL BOARD OF TRUSTEES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following reappointments to the Belmont County Tourism Council Board of Trustees for a five-year term, based upon the unanimous recommendation of that Board at their March 19, 2015 meeting:

Name:Term:John RataiczakMarch 22, 2015 to March 21, 2020George DiabApril 28, 2015 to April 27, 2020

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF AWARDING BID FOR THE ENGINEER'S PROJECT 15-1 RESURFACING VARIOUS COUNTY HIGHWAYS TO LASH PAVING, INC.

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's **Project 15-1 Resurfacing Various County Highways** to the low bidder, Lash Paving, Inc., in the amount of \$1,131,804.95, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH GULFPORT ENERGY CORPORATION FOR ALL ROADS IN MT. OLIVETT SUBDIVISION, WARREN TOWNSHIP

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an Oil and Gas Lease with Gulfport Energy Corporation, effective March 25, 2015, in the amount of \$7,000 per net leasehold acre for all roads in Mt. Olivett Subdivision, Warren Township, for a five-year term, 18% royalty.

MEMORANDUM OF PAID UP OIL AND GAS LEASE

This Memorandum of Paid Up Oil and Gas Lease made this <u>25th</u> day of March, 2015 but effective the <u>25th</u> day of March <u>25th</u>, 2015, by and between **The County of Belmont**, **Ohio**, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners, of 101 West Main Street, St. Clairsville, OH 43950, hereinafter called "Lessor(s)", and **GULFPORT ENERGY CORPORATION** ("Gulfport"), a Delaware Corporation with a mailing address of 14313 N. May Avenue, Suite 100, Oklahoma City, OK 73134, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, Lessor did make and execute in favor of Lessee an Oil and Gas Lease dated and effective March _____, 2015, which provides for a five (5) year primary term covering Lessor's interest in the following described lands:

Tax Parcel Identification Number; Twp/Section/Twp No/Range/Qtr:

Being all the roads in Mount Olivett Subdivision; Warren/11/8/6/NW¹/4:

and is bounded formerly or currently as follows:

On the North by lands of Triple B. Trucking;

On the East by lands of Brier Ridge Real Estate Inc.;

On the South by lands of Sunset Estates;

On the West by lands of Triple B. Trucking;

containing _____ acres, more or less, and located in the Township of Warren, in the County of Belmont, State of Ohio, for the purpose of drilling, operating for, producing and removing oil and gas and all the constituents thereof. Said lands were conveyed to Lessor from ______, by virtue of ______ Deed dated ______, and recorded in Deed Book _____, at Page ____, at the Recorder's office

of Belmont County, Ohio.

This Lease shall remain in force for a primary term of <u>Five (5)</u> years, and shall continue beyond the primary term, as to the entirety of the Leasehold, if **ANY** of the following conditions are satisfied: (i) Operations are conducted on the Leasehold, or lands pooled/unitized therewith, in search of oil, gas, or their constituents, (ii) A well, deemed by Lessee to be capable of production, is located on, or in the process of being built on, the Leasehold, or lands pooled/unitized therewith, (iii) Oil, gas, or their constituents, are produced in any quantities from the Leasehold, or lands pooled/unitized therewith, or (iv) If the Leasehold, or lands pooled/unitized therewith, is used for underground production from a well on the Leasehold, or lands pooled/unitized therewith, and production is interrupted for a period of less than twelve (12) months. If **ANY** of these conditions are met, this Lease shall remain in full force and effect without payment of Rentals.

This lease may be extended for an additional term of five (5) years upon additional consideration paid to Lessor pursuant to the terms of the Oil and Gas Lease.

This Memorandum of Oil and Gas Lease is being made and filed for the purpose of giving third parties notice of the existence of the Lease described above. The execution, delivery and recordation of this Memorandum of Oil and Gas Lease shall have no effect upon and is not intended as an amendment of the terms and conditions of the Lease. It is the intent of the Lessor to lease Lessor's interest in and to the properties described herein, whether or not the tracts recited herein are properly described.

EXECUTED this <u>day of March 2015</u>.

LESSOR:

<u>Matt Coffland /s/</u> Matt Coffland, Commissioner <u>Ginny Favede /s/</u> Ginny Favede, Vice President <u>Mark A. Thomas /s/</u>____

Mark A. Thomas, President

PAID UP

OIL & GAS LEASE

This Lease made this <u>25th</u> day of March 2015, by and between **The County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners,** of 101 West Main Street, St. Clairsville, OH 43950, hereinafter collectively called "Lessor," and **GULFPORT ENERGY CORPORATION**, a Delaware Corporation with a mailing address of 14313 N. May, Suite 100, Oklahoma City, OK 73134, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of One Dollar (\$1.00) 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, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, 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 neighboring 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. <u>DESCRIPTION</u>. The Leasehold is located in the Township of Warren, in the County of Belmont, in the State of Ohio, and described as follows:

Tax Parcel Identification Number; Twp/Section/Twp No/Range/Qtr:

Being all the roads in Mount Olivett Subdivision; Warren/11/8/6/NW¹/4:

and is bounded formerly or currently as follows:

On the North by lands of Triple B. Trucking;

On the East by lands of Brier Ridge Real Estate Inc.;

On the South by lands of Sunset Estates ;

On the West by lands of Triple B. Trucking;

"See Exhibit "A" attached hereto and made a part hereof for Other Provisions of this lease"

including lands acquired from _____, by virtue of _____ Deed dated _____, and recorded in Deed Book _____, at Page ____, at the Recorder's office of Belmont County, Ohio, and described for the purposes of this agreement as containing a total of _____ 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.

<u>LEASE TERM.</u> This Lease shall remain in force for a primary term of <u>Five (5)</u> years from 12:00 A.M. March _____, 2015 (effective date) to 11:59 P.M. March _____, 2020 (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.

<u>EXTENSION OF PRIMARY TERM.</u> 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 extension payment of the same consideration as was paid in this lease per Leasehold acre, only insofar as those acres intended to be renewed by Lessee. 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.

<u>PAYMENTS TO LESSOR</u>. 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 <u>five dollars (\$5.00)</u> 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: To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. OIL: To deliver to the credit of Lessor, free of cost, a Royalty of the equal **eighteen percent (18%)** part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. GAS: To pay Lessor an amount equal to **eighteen percent (18%)** of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. 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, 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 thereafter, 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.

(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 bonus rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

<u>UNITIZATION AND POOLING.</u> 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. <u>Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and</u> 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.

<u>FACILITIES</u>. Lessee shall not drill a well on the Leasehold within 500 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.

<u>CONVERSION TO STORAGE</u>. 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.

<u>TITLE AND INTERESTS.</u> Lessor hereby warrants 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.

<u>LEASE DEVELOPMENT.</u> 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 <u>COVENANTS</u>. 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.

<u>RIGHT OF FIRST REFUSAL</u>. 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 ("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.

<u>ARBITRATION.</u> 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.

<u>ENTIRE CONTRACT.</u> 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.

<u>TITLE CURATIVE</u>. Lessor agrees to execute affidavits, corrections, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease.

<u>SURRENDER</u>. 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.

<u>FORCE MAJEURE.</u> 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, 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.

<u>SEVERABILITY</u>. 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.

<u>WARRANTY</u>. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

<u>COUNTERPARTS.</u> 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.

EXECUTED this 25th day of March 2015

<u>Matt Coffland /s/</u> Matt Coffland, Commissioner <u>Ginny Favede /s/</u> Ginny Favede, Vice President Mark A. Thomas /s/_____ Mark A. Thomas, President

"EXHIBIT A"

THIS EXHIBIT "A" attached to and made a part of that certain Oil and Gas Lease dated the <u>25th</u> day of March, 2015, by and between **The County of Belmont**, **Ohio**, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners, as Lessor(s), and **GULFPORT ENERGY CORPORATION**, as Lessee ("Lease"), to wit:

In the event of a conflict between the terms of this Exhibit "A" and the terms of the printed form to which it is attached, the terms of this Exhibit "A" shall control.

Lessor hereby warrants that Lessor is not currently receiving any bonus, rental, production royalty as the result of any prior oil and gas lease covering any or all of the subject premises, and that there are no commercially producing wells currently existing on the subject premises, or upon other lands within the boundaries of a drilling or production unit utilizing all or a part of the subject premises.

PRODUCTION

Commencement of Operations

Commencement of operations shall be defined as Lessee having secured a drilling permit from the State and further entering upon the herein described premises or lands pooled or unitized therewith with equipment necessary to build any drilling location or access road(s) for drilling of a well-

<u>Shut-In</u>

It is understood and agreed that this lease may not be maintained in force for an continuous period of time longer than thirty-six (36) consecutive months, or sixty (60) cumulative months after the expirations of the primary term hereof solely by the provision of the shut-in royalty clause. The shut-in status of any well shall persist only so long as it is necessary to correct, through the exercise of good faith and due diligence, the condition giving the rise to the shut-in of the well.

USE OF PROPERTY

Surface Damage Clause

Provided that Lessor is the current surface owner of the affected lands at the time of Lessee's surface operations, Lessee agrees to pay Lessor their proportionate share of Fifteen Thousand Dollars (\$15,000.00) as a surface damage payment for each pad site to include roads, tank batteries and flow lines built on the herein described leased premises.

Surface Restoration Clause:

It is agreed and understood that the Lessee shall repair and restore the surface of said premises as nearly as practicable, as a result of the Lessee's operations, to the condition in which said land existed at the time of the commencement of drilling operations upon above described land. This work shall be completed within a reasonable amount of time after all cessation of the drilling operations upon the said lands. This work shall be done at the sole expense of the Lessee.

<u> Pipeline – Plow Depth</u>

When requested in writing by Lessor prior to the laying of pipeline, Lessee shall bury the pipeline a minimum depth of 36 inches below ground level, where possible.

Fence Clause

Upon Lessor's written request, Lessee shall at its sole cost, expense, and design install fencing for the protection of livestock around any well site(s), tank battery (ies) or facility (ies) installed on the leased premises by Lessee provided that Lessor is the current surface owner of the affected lands at the time of Lessee's surface operations.

<u>Gate Clause</u>

Upon the written request of Lessor, Lessee shall install at its sole cost and expense a gate at the entrance of any road constructed by Lessee on the leased premises provided that Lessor is the current surface owner of the affected lands at the time of Lessee's surface operations. **WATER**

Water Quality

Lessee shall have Lessor's current water supply sampled and tested prior to the drilling of any well within 1,000 feet of Lessor's water supply located on the leased premises. Should Lessor experience a material adverse change in the quality of Lessor's water supply as the result of the drilling of any well by Lessee within 1,000 feet of Lessor's water supply located on the leased premise, during or immediately after the completion of Lessee's drilling operations; Lessee shall, within forty-eight (48) hours of Lessor's written request, sample and test Lessor's water supply at Lessee's expense. Should such test reflect a material adverse change as the result of Lessee's drilling operations of any well drilled within 1,000 feet of Lessor's water supply located on the leased premises, Lessee, at

Lessee's expense, agrees to provide Lessor with potable water until such time as Lessor's water source has been repaired or replaced with a source of substantially similar quality.

<u>Water Usage</u>

Lessee shall have the right to drill one water well on Lessor's premises for uses associated with Lessee's operations. The right to utilize any other potable water and/or water from currently existing wells, tanks, ponds, reservoirs or any other source located on the leased premises is specifically excluded without the express written consent from the Lessor under a separate agreement.

MISCELLANEOUS <u>Compliance Clause</u>

Lessee's operations on said land shall be in compliance with all applicable federal and state regulations.

Hold Harmless Clause

Lessee agrees to indemnify, save and hold harmless Lessor from all claims, demands and causes of actions stemming from activities undertaken by Lessee or Lessee's assignees, their employees, agents contractors and subcontractors during the operations conducted on the

leased premises.

Insurance Clause

Lessee shall at all times maintain in full force and effect industry-standard liability insurance, on an occurrence basis, covering insuring Lessee. Upon written request Lessee agrees to furnish a copy of the then current form of such insurance policy to Lessor.

<u>Release of Lease</u>

Upon written request by Lessor and after termination, expiration, or surrender of this lease in whole or in part, Lessee shall provide Lessor with a copy of an appropriate release of lease.

Memorandum to be Filed

Lessor agrees that a Memorandum may be filed by Lessee, at Lessee's expense, in place of this Oil and Gas Lease, and attached exhibits. *Royalty*

Notwithstanding any items in the Lease to the contrary, Lessor is to receive a gross landowner's royalty. For purposes of the Lease and this Addendum, "gross royalty" means the total consideration paid, or computed (if applicable) for oil, gas, associated hydrocarbons, and marketable by-products produced from the leased premises; provided, further that "gross royalty" shall not be net of, or have charged against it, directly or indirectly, any expense required to make the produced materials marketable, including but not limited to the following: expenses of production, gathering, dehydration, compression, manufacturing, processing, treating, transporting, storing, separating, or marketing of gas, oil, associated hydrocarbons, or marketable by-products extracted therefrom.

No Warranty of Title

Grantors make no representation or warranty, either express or implied, as to Grantors' title to the Premises and/or Leasing Rights, and Grantee agrees that no claim, demand, cause of action and/or lawsuit shall be asserted against Grantors arising from or relating to Grantors' title to the

Premises and/or Leasing Rights. It shall be Grantee's sole burden and obligation to assure itself of the quality of Grantors' title to the premises and/or Leasing Rights.

No Recoupment of Bonus Money

Notwithstanding anything to the contrary in the Lease, all bonus payments paid to Lessor under this Lease are nonrefundable; provided, however, that in the event it is determined that Lessor owns a lesser interest in oil and gas estate of the Leasehold than the entire or undivided fee simple interest therein, than any future royalties, delay rentals, bonuses and other payments herein provided for in this Lease shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee.

ORC 505.11

Notwithstanding any other provision in this lease to the contrary, the term of this lease is subject to Ohio Revised Code Section 505.11. *No Surface Operations*

Lessee shall have no rights of ingress or egress to enter upon or use the surface of the land described herein for any purpose whatsoever unless agreed upon in a separate written agreement. Lessee may use the provisions of pooling or unitization, or by directional drilling from a location on other lands, with subsurface easement rights for all purposes associated with such directional wells.

Pugh Clause Horizontal and Vertical

In the event a pooled unit is created which encompasses land located outside the lease premises and some, but not all, of the Leasehold premises, any drilling completing, testing, deepening operations or reworking operations on or production from a well located on that pooled unit shall continue this Lease in full force and effect but only as to that part of the lease premises contained within the pooled unit and only as to those formations and horizons found from the surface down to the stratigraphic equivalent of the deepest depth drilled; specifically, this lease shall automatically terminate two (2) years ("Extended Term") after the expiration of the primary term or any extension provided herein as to such portions of leased premises not contained within a pooled unit and those formations and horizons below the stratigraphic equivalent of the deepest depth drilled. However, Lessee may, at its option, pay the extension payment included in this lease one time, and one time only, prior to the expiration of the two (2) year Extended Term on the portions of the Leasehold not included in a production unit or below the deepest depth drilled to continue all of its rights in and to the Leasehold or surrender such portions of the Leasehold not included in a production unit or those formations and horizons found below the stratigraphic equivalent deepest depth drilled.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING INTO A DELINQUENT DEBT COLLECTION AGREEMENT BETWEEN THE OHIO ATTORNEY GENERAL AND BELMONT CO. JUVENILE COURT

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Delinquent Debt Collection Agreement between the Ohio Attorney General and Belmont County Juvenile Court; this is a free service to the Court for the collection of delinquent court costs and fines. Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING INTO MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS WITH FIRST NATIONAL BANK

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into **Memorandum of Agreement for Deposit of Public Funds** with First National Bank for the period beginning July 1, 2013 through June 30, 2017 in the maximum amount of twenty-million dollars (\$20,000,000).

MEMORANDUM OF AGREEMENTS FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, <u>First National Bank</u> a financial institution corporation under the laws of the <u>State of Ohio, United States of America</u> located and doing business within <u>Belmont County</u>, Ohio, is hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of <u>one billion seven seventy four hundred million three hundred eighty three thousand (12/31/13)</u> Dollars (\$1,774,383) and thirty percent (30%) total assets of <u>thirteen billion five sixty three million four hundred five thousand (12/31/13)</u> Dollars (\$13,563,405) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the <u>Belmont County Commissioners</u>, that for the full term beginning July 1, 2013 and ending June 30, 2017, both inclusive, it will accept for deposit and safekeeping the maximum sum of <u>Twenty million</u> Dollars (\$20,000,000.00) or any part thereof of the active deposits of the <u>Belmont County Commissioners</u> and it will accept for deposit and safekeeping the maximum sum of <u>Zero</u> Dollars (\$00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

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

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

<u>Twenty Million</u> Dollars (<u>\$_20,000,000.00</u>)

for the period beginning July 1, 2013 and ending June 30, 2017 as active deposits, and

_____ Dollars (\$_____) for the period beginning July 1, 2013 and ending June 30, 2017 as inactive deposits, and

____Dollars (\$_____)

for the period beginning <u>July 1, 2013</u> and ending <u>June 30, 2017</u> as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals <u>Twenty Million</u> Dollars (\$20,000,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said

<u>Belmont County Commissioners</u> and in consideration of the deposit and use, as aforesaid, of said moneys of said <u>Belmont County Commissioners</u> said Financial Institution now hereby agrees to receive from said

<u>Belmont County Commissioners</u> the sum of <u>Twenty Million</u> Dollars (\$20,000,000.00) of the moneys of said <u>Belmont County Commissioners</u> coming into the hands of the Treasurer of said <u>Belmont County Commissioners</u> as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said <u>Belmont County Commissioners</u> for the benefit of said <u>Belmont County Commissioners</u> and to its satisfaction, and to the satisfaction of the legal adviser of said <u>Belmont County Commissioners</u> as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered: Pooled collateral as per section 135.18, revised code

Amount_____

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

Itemize	Market Value
	\$
	\$

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

Itemize Market Value
Said Einancial Institution further covenants and agrees that any or all of the money awarded to or depose

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

Said Financial Institution also agrees to file with the Treasurer of <u>Belmont County Commissioners</u> on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said <u>Belmont County</u> <u>Commissioners</u> in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2013 and ending June 30, 2017, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said <u>Belmont County Commissioners</u> as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 23 day of December, 2014.

	First National Bank of PA		
	(Full name of Financial Institution)		
	By Sabrina Renfrew /s/ VP		
	Na	me	Title of Office Held
	By <u>Jen</u>	nifer Gerevics /	s/AVP
	Na	me	Title of Office Held
APPROVED AS TO FORM:	<u>Belmo</u>	nt County Com	<u>imissioners</u>
<u>David K. Liberati /s Assistant</u>	By	Matt Coffland	<u>/s</u>
PROSECUTING ATTORNEY		Name	Title of Office Held
	By	Mark A. Thom	as /s/_President
		Name	Title of Office Held
	By	Ginny Favede	/s/_Vice-President
		Name	Title of Office Held
Upon roll call the vote was as follows:			
-		Mrs. Favede	Yes
		Mr. Coffland	Yes
		Mr. Thomas	Yes

IN THE MATTER OF APPROVING AND SIGNING THE STANDBY GENERATOR PREVENTATIVE MAINTENANCE AGREEMENTS WITH ERB ELECTRIC COMPANY FOR COURTHOUSE AND BELMONT CO. 911 GENERATORS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Standby Generator Preventative Maintenance Agreements** with Erb Electric Company for semi-annual maintenance for the Belmont County Courthouse and Belmont County 9-1-1 generators as follows:

• Courthouse Generator Make/Model: Generac QTO36 in the amount of \$350.00 per year.

• Belmont County 9-1-1 Generators-Make/Model: Generac QTO36 in the amount of \$2,100.00 per year (4 generators at \$525 each).

ERB Electric Company

500 Hall Street	, Bridgeport,	OH 43912

OH: (740) 633-5055 WV: (304) 233-0161 Fax: (740) 633-5127 Contractor's Licenses; WV # 003498, OH # 023478

STANDBY GENERATOR PREVENTATIVE MAINTENANCE AGREEMENT

 This agreement made this 10th day of March, 2015_between Erb Electric Company and:

 Customer Name:
 Belmont County Commissioners

 Address:
 101 W Main Street

 City, State, Zip:
 St. Clairsville, Ohio 43950

 Telephone No.:
 740-699-2155

 Generator Make / Model:
 Generac QTO36

- In consideration of this agreement herein contained:
 1) Customer agrees to remit the amount of 350.00 per1 unit for a period of one year payable within 30 days after receipt of invoices from Erb Electric.
 - 2) Erb Electric agrees to perform preventative maintenance service per the attached form 2 times a year at approximately 6 month intervals. Erb Electric shall inspect and report on any noted problems with the unit and recommend any corrective action. Erb Electric will perform normal preventative maintenance on the power system which includes the following items.
 - Replace engine oil and filter per maintenance schedule (minimum one per year) and inspect lubricating system.
 - Replace air filter element as required.
 - Replace fuel filter and clean fuel strainer as required.
 - Inspect and pressure test coolant system, add rust inhibitor and antifreeze to system as needed and check all components. (Air cooled units: clean and inspect cooling fins.)
 - Replace antifreeze and flush cooling system every five years.
 - Inspect all rubber belts and hoses.
 - Service batteries, cables, and terminals. Check and adjust charging system.
 - Check starter and starting system.
 - Check A.C. generator, clean, adjust, and lubricate as required.
 - Inspect transfer switch, clean, adjust and test all models, both with and without loads.
 - Test exercise system, reset to owner's request as required.
 - Load test entire system (with owner's authorization).
 - Provide a written report on the condition of the unit after service is completed.

- 1) The customer authorized Erb Electric to perform repairs deemed necessary for proper operation of standby power system at time of service. The cost of any repairs shall not exceed \$100.00 without getting proper advance authorization prior to repairs and shall be included in the service report. Repairs exceeding this amount will be referred to the customer for action or additional authorization. The cost of these additional repairs will be charged at Erb Electric's prevailing labor rate plus parts cost and prevailing mileage rates should additional trips be required.
- 2) Erb Electric warrants its work for a period of thirty days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, overloading or speeding, repairs made by someone other than Erb Electric, fire, flood, vandalism, theft or any other act beyond the control of Erb Electric.
- Failure of any parts installed during the course of a maintenance service will be covered by the manufacturer warranty. 3)
- 4) Either party may cancel this agreement within thirty days written notification.

Signed

	Candy Hammond /s/
Owner or Owner's Agent	Erb Electric Company
	3-26-15
Date	Date
Semi-Annual	<u>\$350.00</u> Per Unit
Note: Please sign and return.	

ERB Electric Company 500 Hall Street, Bridgeport, OH 43912

BELMONT COUNTY COMMISSIONERS

DATE APPROVED <u>3/25/2015</u>

Mark A. Thomas /s/ Ginny Favede /s/ <u>Matt Coffland /s/</u>

OH: (740) 633-5055 WV: (304) 233-0161 Fax: (740) 633-5127 Contractor's Licenses; WV # 003498, OH # 023478

STANDBY GENERATOR PREVENTATIVE MAINTENANCE AGREEMENT

This agreement made this 10th day of March, 2015_between Erb Electric Company and:

Customer Name:	Belmont County 911
Address:	68331 Bannock Road
City, State, Zip:	St. Clairsville, Ohio 43950
Telephone No.:	740-695-9404
Generator Make / Mod	el: Generac OT036

In consideration of this agreement herein contained:

- 1) Customer agrees to remit the amount of \$2100.00 per 4 units for a period of one year payable within 30 days after receipt of invoices from Erb Electric.
- 2) Erb Electric agrees to perform preventative maintenance service per the attached form 2 times a year at approximately 6 month intervals. Erb Electric shall inspect and report on any noted problems with the unit and recommend any corrective action. Erb Electric will perform normal preventative maintenance on the power system which includes the following items.
 - Replace engine oil and filter per maintenance schedule (minimum one per year) and inspect lubricating system.
 - Replace air filter element as required.
 - Replace fuel filter and clean fuel strainer as required.
 - Inspect and pressure test coolant system, add rust inhibitor and antifreeze to system as needed and check all components. (Air cooled units: clean and inspect cooling fins.)
 - Replace antifreeze and flush cooling system every five years.
 - Inspect all rubber belts and hoses.
 - Service batteries, cables, and terminals. Check and adjust charging system.
 - Check starter and starting system.
 - Check A.C. generator, clean, adjust, and lubricate as required.
 - Inspect transfer switch, clean, adjust and test all models, both with and without loads.
 - Test exercise system, reset to owner's request as required.
 - Load test entire system (with owner's authorization).
 - Provide a written report on the condition of the unit after service is completed.
- 1) The customer authorized Erb Electric to perform repairs deemed necessary for proper operation of standby power system at time of service. The cost of any repairs shall not exceed \$100.00 without getting proper advance authorization prior to repairs and shall be included in the service report. Repairs exceeding this amount will be referred to the customer for action or additional authorization. The cost of these additional repairs will be charged at Erb Electric's prevailing labor rate plus parts cost and prevailing mileage rates should additional trips be required.
- Erb Electric warrants its work for a period of thirty days from the date of service. This warranty is limited to failure as a 2) result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, overloading or speeding, repairs made by someone other than Erb Electric, fire, flood, vandalism, theft or any other act beyond the control of Erb Electric.
- 3) Failure of any parts installed during the course of a maintenance service will be covered by the manufacturer warranty.
- 4) Either party may cancel this agreement within thirty days written notification.

<u>Signed</u>

Owner or Owner's Agent

Date

Semi-Annual Note: Please sign and return. DATE APPROVED 3/25/2015 Mark A. Thomas /s/ Ginny Favede /s/ Matt Coffland /s/ BELMONT COUNTY COMMISSIONERS Upon roll call the vote was as follows: Candy Hammond /s/ Erb Electric Company 3-26-15 Date \$2100.00 for 4 Units

Mrs. Favede Yes Mr. Coffland Yes Mr. Thomas Yes

IN THE MATTER OF APPROVING AND SIGNING OUOTE NO. 337 FROM DIGITAL DATA COMMUNICATIONS FOR 2 HP PORT GIGABIT **SWITCHES FOR THE SERVER AT THE COURTHOUSE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Quote Number 337 from Digital Data Communications in the amount of \$1,575.12 (excluding shipping and handling) for the purchase of two (2) HP 48 Port Gigabit Switches for the server at the Belmont County Courthouse.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING INTO THE FOURTH AMENDMENT TO TOWER ATTACHMENT COMMUNICATIONS SITE SUBLEASE AGREEMENT ON BEHALF OF BELMONT CO. 911

Motion to enter into the Fourth Amendment to Tower Attachment Communications Site Sublease Agreement, on behalf of Belmont County 911, with Alltel Communications, LLC, dba Verizon Wireless, to replace 12 existing antennas and to install 3 hybrid cables, 9 remote radio heads, and 3 distribution/OVP boxes on the Alledonia 911 tower site, based upon the recommendation of Bryan Minder, Belmont County 911 Director.

FOURTH AMENDMENT TO **TOWER ATTACHMENT COMMUNICATIONS SITE SUBLEASE AGREEMENT**

This Fourth Amendment to Communications Site Sublease Agreement ("Fourth Amendment") being made this 25th day of March, 2015 by and between BELMONT COUNTY COMMISSIONERS, hereinafter designated as Owner, and ALLTEL COMMUNICATIONS, LLC, d/b/a VERIZON WIRELESS, with its principal place of business located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated as Tenant.

WHEREAS, Owner and Tenant entered into a Tower Attachment Communications Site Sublease Agreement dated July 1, 2004, as amended ("Agreement") for a portion of the property located at 56042 Saffell Church Road in the City of Alledonia, County of Belmont, State of Ohio (hereinafter "Premises"); and,

WHEREAS, Owner and Tenant will amend the Agreement in order for Tenant to modify its equipment as well as other considerations. NOW, THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration and intending to be

legally bound hereby, Owner and Tenant agree to the following changes and modifications to the Agreement:

1. Tenant shall have the right to modify its equipment by adding Remote Radio Heads, hybrid cables and distribution boxes, as well as replace the existing antennas at the Premises. Tenant's final equipment configuration is identified on Exhibit "C-3" attached hereto.

2. On the first (1st) day of the month following the complete execution of this Fourth Amendment by both parties, the monthly rent shall increase by Two Hundred Fifty and No/100 Dollars (\$250.00).

3. All capitalized terms herein shall have the meaning ascribed to them in this Fourth Amendment or the Agreement, as applicable.

4. In the event of any inconsistency between this Fourth Amendment and the Agreement, this Fourth Amendment shall control.

5. Except as modified by this Fourth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. IN WITNESS WHEREOF, the parties have set their hands and affixed their respective seals the day and year first above written.

	OWNER. DELMONT COUNTY
	COMMISSIONERS
	By: Mark A. Thomas /s/
	Name: Mark A. Thomas, President
	Title: Belmont County Commissioner
	Date: <u>3/25/15</u>
	By: Ginny Favede /s/
	Name: Ginny Favede, Vice President
	Title: Belmont County Commissioner
	Date: <u>3/25/15</u>
	By: <u>Matt Coffland /s/</u>
	Name: Matt Coffland
	Title: Belmont County Commissioner
	Date: <u>3/25/15</u>
APPROVED AS TO FORM:	TENANT: ALLTEL
David K. Liberati /s/ Assistant	COMMUNICATIONS, LLC
	d/b/a Verizon Wireless
PROSECUTING ATTORNEY	
	d/b/a Verizon Wireless
	d/b/a Verizon Wireless By:
	By: Lynn Ramsey
	By: Lynn Ramsey Area Vice President Network
PROSECUTING ATTORNEY	By: Lynn Ramsey Area Vice President Network
PROSECUTING ATTORNEY	d/b/a Verizon Wireless By: Lynn Ramsey Area Vice President Network Date:

OWNER: BELMONT COUNTY

OPEN PUBLIC FORUM - Bob Blazek of Key-Bellaire Road, Bellaire, OH, read a letter he wrote to the board voicing his complaints about a

bridge being built in Brown's Hollow and the poor conditions of the county roads. He referred to the bridge as "the bridge to nowhere" and felt it was a misuse of taxpayer monies. He wants the project stopped. Mr. Coffland noted the county does about 10 bridges per year and this is one that has been on the list for several years. This bridge serves five (5) property owners. Also present were County Engineer Fred Bennett and Deputy Engineer Terry Lively. Mr. Bennett advised the county is obligated, by law, to maintain bridges on township roads. This particular township has three (3) bridges and two (2) cannot hold legal loads. This bridge that is being replaced has two (2) homes with residents that live there and utilize it along with other owner property owners. The county is obligated to have a safe bridge for them. The County Engineer is working in cooperation with XTO, who is paying for all the materials and equipment to build the bridge, and the county is paying for the labor. XTO will be sending a check for around \$48,000.00. The estimate for the bridge is \$75,000.00 with the labor costs for the county employees. Mr. Bennett said, "We'd be remiss if we didn't take that opportunity, number 1 to get the materials." He also said the third bridge which doesn't serve any homes at this point; serves a cabin and property, but it's still on a public road and people need access to that property. That bridge is in worse condition, but we have to build the first bridge, the one closest to the state highway first, so that we can get the concrete trucks and materials on it whenever the third bridge is replaced. Mr. Bennett reiterated he would not be doing his duty if he did not take the opportunity to have someone pay for two-thirds of the cost. Property owner John Sidon stated his need to have access to the land for timber he harvests and is in favor of having this new bridge built. Mr. Thomas stated this situation does not fall under the jurisdiction of the Board of Commissioners who respect the County Engineer's decision that the bridge needs replaced.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:30 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Mark Esposito, Director, Belmont County Sanitary Sewer District, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the compensation of public employees.

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

EXECUTIVE SESSION AT 10:07 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTON WAS TAKEN:

IN THE MATTER OF APPROVING PAY INCREASE FOR MICHAEL STEWART AND ERIC TAYLOR/BCSSD

Upon roll call the vote was as follows:

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve a \$1.00 per hour pay increase, effective pay period beginning March 22, 2015, for the following employees of the Belmont County Sanitary Sewer District based upon their satisfactory completion of Ohio EPA Full Chemical Certification and Bacteriological Lab Certification, (\$.50 for each certification) for the Water Treatment Plant Laboratory.

- Michael Stewart
- Eric Taylor

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING

EXECUTIVE SESSION AT 10:09 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Gary Armitage, Executive Director and John Carlier, Program Administrator, Senior Services of Belmont County, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADJOURNING **EXECUTIVE SESSION AT 10:19 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

IN THE MATTER OF APPROVING THE HIRING OF THOMAS PROBST

AS A PART-TIME DELIVERY WORKER FOR SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Thomas Probst as a part-time delivery worker for Senior Services of Belmont County at the rate of \$9.00 per hour beginning April 6, 2015, based upon the recommendation of Tina Burkhart, Program Administrator.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF AUTHORIZING THE EXECUTIVE DIRECTOR OF SENIOR SERVICES TO OFFER EMPLOYMENT FOR THE POSITION OF PART-TIME DRIVER

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Executive Director of Senior Services of Belmont County to

offer employment to an applicant for the position of part-time driver.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:35 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland o enter executive session with Prosecutor Dan Fry pursuant to ORC 121.22(G)(3) Court Action Exception.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:41 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session. Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

BREAK

RECONVENED THURSDAY, APRIL 26, 2015. PRESENT: COMMISSIONERS THOMAS AND FAVEDE. ABSENT: COMMISSIONER COFFLAND

NO FURTHER BUSINESS.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 4:00 P.M.

Motion made by Mrs. Favede, seconded by Mr. Thomas to adjourn the meeting at 4:00 p.m.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Thomas	Yes
Mr. Coffland	Absent

Read, approved and signed this 1st day of April, 2015.

_____ COUNTY COMMISSIONERS

We, Mark Thomas 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.

PRESIDENT

_____CLERK
