

St. Clairsville, Ohio

August 1, 2012

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., 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 ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Amy Busic	Reimburse travel expenses/General Fund	176.27
A-McGhee & Co.	Supplies-Clerk of Courts/General Fund	18.00
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	368.00
A-Smartbill	MFH Tax billing 2 nd half/General Fund	114.41
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	96.10
K-BBR Drilling Company, Inc.	Proj. 12-2 Ramsey Ridge Repair/Engineer MVGT Fund	144,480.00
N-Carr Concrete	Bridge Box Beams/Bridge & Retaining Wall Constr. Improv. Fund	24,973.00
P-Buckeye Pest Management, Inc.	Utilities/Oakview Admn. Bldg.	135.00
S-AT&T	Service/Certificate of Title Admn. Fund	76.90
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	980.00
S-Frank Fregiato	Reimburse conference expenses/Northern Ct. Gen. Special Projects	135.17
S-Sam's Club/GECRB	Food/Oakview Juvenile Residential Center Fund	468.01
S-TSG	Keyboard, data backup & vaulting/Northern Div. Ct. Computer Fund	327.72
Y-Health Plan PPO	Hospitalization-July premium/Employer's Share Holding Account	369,621.53

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 August 1, 2012 as follow:

FUND	AMOUNT
A-GENERAL	\$34,351.33
A-GENERAL/AUDITOR	\$2,570.42
A-GENERAL/CLERK OF COURTS	\$2,765.49
A-GENERAL/COMMON PLEAS COURT	\$1,065.04
A-GENERAL/EMA	\$483.93
A-GENERAL/JUVENILE COURT	\$780.15
A-GENERAL/RECORDER	\$6,276.35
A-GENERAL/SHERIFF	\$2,610.57
A-GENERAL/911	\$493.53
H-Job & Family, CSEA	\$511.50
H-Job & Family, Public Assistance	\$167.71; \$13,027.12
H-Job & Family, WIA	\$39,762.37; \$1,547.98; \$43,084.42
J-Real Estate Assessment	\$824.81
K-Engineer MVGT	\$642.71; \$13,875.05
M-Title IV-E Reimb.	\$201.79
S-Clerk of Courts Computer Fund	\$208.15
S-District Detention Home	\$164.41
S-Job & Family, Children Services	\$920.90
S-Job & Family, Senior Program	\$12,711.41
S-Oakview Juvenile Residential Center	\$12,294.66
S-Sheriff Commissary	\$1,875.04
S-Sheriff Reserve Account	\$4,624.73

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND FOR
N27 NEFFS SANITARY SEWER FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within fund for the N27 Neffs Sanitary Sewer Fund.

FROM	TO	AMOUNT
E-9027-N027-N06.055 Materials	E-9027-N027-N02.055 Projects	\$17,000.00
E-9027-N027-N01.055 Services	E-9027-N027-N02.055 Projects	30,725.49
TOTAL		\$ 47,725.49

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM		TO		Amount
WWS 2		WWS 2		
E-3701-P003-P32.074	TRANSFER OUT	E-3701-P003-P21.000	MATERIALS	\$7,000.00
WWS 3		WWS 3		
E-3702-P005-P34.074	TRANSFER OUT	E-3702-P005-P21.000	MATERIALS	\$7,000.00
E-3702-P005-P17.002	SALARIES	E-3702-P005-P23.011	SERVICES	\$40,000.00
SSD 1		SSD 1		
E-3704-P051-P08.013	PROJECTS	E-3704-P051-P07.011	SERVICES	\$4,000.00
SSD 3A		SSD 3A		
E-3706-P055-P01.002	SALARIES	E-3706-P055-P07.011	SERVICES	\$6,000.00

Upon roll call the vote was as follows:

Mr. Coffland Yes
Mr. Probst Yes
Mrs. Favede Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR
THE OAKVIEW JUVENILE REHABILITATION FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfers within fund for the Oakview Juvenile Rehabilitation Fund.

FROM	TO	AMOUNT
E-8010-S030-S67.004 W. Comp	E-8010-S030-S66.003 PERS	\$ 2,160.13
E-8010-S030-S69.007 Unemployment	E-8010-S030-S66.003 PERS	232.56

Upon roll call the vote was as follows:

Mr. Coffland Yes
Mrs. Favede Yes
Mr. Probst Yes

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE BELMONT CO. SENIOR PROGRAMS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Belmont Co. Senior Programs Fund.

FROM	TO	AMOUNT
E-5005-S070-S07.010 Supplies	E-5005-S070-S09.000 Other Expenses	\$ 50,000.00

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Probst Yes

**IN THE MATTER OF TRANSFER BETWEEN THE
COMMON PLEAS COURT SPECIAL PROJECTS FUND
AND THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within the Common Pleas Court Special Projects Fund.

FROM	TO	AMOUNT
E-1572-S089-S10.074 Transfers Out	R-0040-A000-A47.574 Transfers In	\$ 695.00

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Coffland Yes
Mrs. Favede Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION
CHARGEBACKS-JULY AND AUGUST, 2012**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for July and August, 2012.

FROM	TO	AMOUNT
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500 5,210.60
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500 13,770.02
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 20,839.42
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500 1,861.78
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500 5,579.38
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500 1,861.78
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500 3,723.56
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500 2,792.66
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500 2,605.30
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 2,605.30
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500 0.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500 1,487.04
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500 76,686.86

E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	139,040.54
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	12,952.12
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,861.78
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	4,092.34
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	31,145.22
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	13,373.86
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	5,585.34
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	42,283.08
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	7,815.90
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	930.89
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	0.00
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	17,683.93
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	6,147.38
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	20,808.06
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	4,004.86
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	4,983.68
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	659.04
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	245.92
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	6,449.54
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	350.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	400.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,400.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	2,600.00
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	1,500.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	1,600.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	Healthy Homes	R-9891-Y091-Y01.500	1,500.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	1,700.00
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	1,861.78
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	2,605.30
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,723.56
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	0.00

TOTALS 478,327.82

Upon roll call the vote was as follows:

Mr. Probst Yes
 Mr. Coffland Yes
 Mrs. Favede Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN LIFE INSURANCE CHARGEBACKS FOR THE FIRST QUARTER PERIOD: (JUNE, JULY & AUGUST, 2012)

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following transfer of funds for the Fort Dearborn Life Insurance Chargebacks for the First Quarter (June, July & August, 2012)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	GENERAL FUND	R-9891-Y091-Y05.500	1,896.68
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	7.95
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	39.75
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	53.03
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	5.10
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	15.90
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	161.21
E-5005-S070	DJFS SENIOR PROGRAM	R-9891-Y091-Y05.500	226.70
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	2.55
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	63.60
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	3.99
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	190.80

E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	60.98
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	43.79
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	144.58
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	28.97
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	30.44
E-3706-P055.P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	4.75
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.87
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	7.95
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	7.95
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	47.70
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	103.58
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	856.05
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	74.26
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	107.84
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	39.75
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	38.91
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	15.90
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	7.95
E-1210-S078-S14.006	RECORDER	R-9891-Y091-Y05.500	7.95
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.90
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	0.00
E-0400-M060-M75.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.90
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	7.95
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	7.95
E-0400-M079-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	15.90
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	7.95
Total amount this transfer			2,473.30

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE SHERIFF'S DEPARTMENT VARIOUS FUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 1, 2012.

General

E-0131-A006-A09.000	Medical	676.59
E-0131-A006-A17.012	Cruiser Repairs	0.00
E-0131-A006-A20.000	False Alarm	0.00
E-0131-A006-A21.000	Sheriff's Towing	0.00
E-0131-A006-A23.000	Background	983.00
E-0131-A006-A24.000	E-SORN	150.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	35.00
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Commissary Fund

E-5100-S000-S01.010	Supplies	10,962.60
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	2,343.00
E-5101-S001-S07.012	Equipment	1,181.00

Sheriff Reserve Account

E-9710-U010-U06.000	Other Expenses	4,947.22
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Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/RECORDER

Motion made by Mr. Coffland, seconded by Mr. Probst 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 August 1, 2012.

E-0121-A006-B02.002	Salaries-Employees	\$ 5,692.00
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Note: Extended hours contracted with Grasslands Acquisitions LLC for July.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND/RECORDER/SHERIFF

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 1, 2012.

E-0121-A006-B02.002	Salaries - Employees	\$13,000.00
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Note: Extended hours contracted with Ohio River Resources LLC for August.

E-0131-A006-A04.002	Salaries - Road	\$ 1,300.00
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Note: Extended hours contracted with Ohio River Resources LLC for August.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE GENERAL/CONTINGENCY FUND A017**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 **August 1, 2012**.

E-0257-A017-A00.000 Contingencies \$24,289.07

Note: This is the repayment of the July 18, 2012 Cash Advance of Funds to the Oakview Juvenile Residential Center that was made so that OJRD could meet payroll obligations before receipt of their 1st quarter FY 2013 funds from ODYS.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE SOIL CONSERVATION FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede 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 August 1, 2012.

E-1810-L001-L01.002 Salaries \$ 1,420.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE NEFFS SANITARY SEWER PROJECT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 August 1, 2012.

E-9027-N027-N02.055 Contract Projects \$ 52,712.18

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR VARIOUS BCSSD FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 1, 2012.

E-3701-P003-P32.074 (WWS #2)	449.77
E-3702-P005-P34.074 (WWS#3)	2,055.72
E-3704-P051-P16.074 (SSD#1)	162.92
E-3705-P053-P16.074 (SSD#2)	696.74
E-3706-P055-P20.074 (SSD #3A)	50.98
E-3707-P056-P16.074 (SSD #3B)	9.39

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S017 CHILDREN SERVICES FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst 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 August 1, 2012.

BELMONT COUNTY CHILDREN SERVICES

E-2765-S017-S31.000 Other Expenses \$ 75,301.50

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR N.S.L.A. OAKVIEW JUVENILE S031 FUND AND
OAKVIEW YOUTH ACTIVITY FUND S032**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 1, 2012.

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000 Food (NSLA) 112.50

ACTIVITY FUND S032

E-8012-S032-S00.000 Activity Fund 17.73

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE COMM-BASED CORRECTIONS ACT GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 1, 2012.

E-1520-S077-S01.002 Salaries	17,386.75
E-1520-S077-S02.005 Medicare	252.00
E-1520-S077-S06.000 Automobile Exp.	0.00
E-1520-S077-S08.010 Supplies	0.00
E-1520-S077-S10.000 Communications	0.00

E-1520-S077-S04.006	Hospitalization	3,184.00
E-1520-S077-S03.003	P.E.R.S.	2,434.25
E-1520-S077-S05.004	Workers Comp	313.00
E-1520-S077-S07.000	Rentals	<u>0.00</u>
TOTAL		\$23,570.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 1, 2012.

E-1511-W080-P01.002	Salary	\$ 1,124.17
E-1511-W080-P01.002	Salary	963.29
E-1511-W080-P05.003	PERS	600.00
E-1511-W080-P07.006	Hospitalization	255.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated August 1, 2012, 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. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

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

BCDJFS – Joe Ciappa and Senior Members to travel to Powhatan Point, OH on July 28, 2012, for a Bellaire Senior Center outing. Estimated expenses: \$12.00

Linda Sadosky, Bruce McGuire and Senior Members to travel to Zanesville, OH, on August 10, 2012, for a Martins Ferry Senior Center outing. Estimated expenses: \$24.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	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 June 6 & June 13**, 2012.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Absent

**IN THE MATTER OF EXECUTING BOND RELEASE FOR
TRAVELERS CASUALTY AND SURETY COMPANY OF
AMERICA/ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Charles R. Probst, Jr. to execute the bond release for Travelers Casualty and Surety Company of America (formerly Reliance Insurance), Bond No. 103508723, at the request of Marietta Coal Company in the amount of \$150,000.00, based upon the recommendation of County Engineer, Fred Bennett.

Note: The original bond was issued December 15, 1997 for Marietta Coal Company to allow them to haul legal loads of strip coal on 3.17 miles of County Highway 4, Willow Grove Rd.

RELEASE

Travelers Casualty and Surety Company of America (formerly Reliance Insurance Company) issued a Bond (Bond No. 103508723) in the amount of \$150,000.00 (the "Bond") at the request of the Marietta Coal Company, as Principal, for the benefit of Board of County Commissioners of Belmont County, OHIO, as obligee ("Obligee").

Obligee hereby fully and unconditionally discharges and releases the Bond and releases Travelers Casualty and Surety Company of America (formerly Reliance Insurance Company), its parents, affiliates and subsidiaries ("Travelers") from any and all past, present and future liability under said Bond. Contemporaneous with the execution of this Release the Bond is discharged and the Obligee shall return the original Bond to Travelers and Obligee hereby surrenders any and all rights associated with the Bond. The undersigned warrants that he or she has the authority to execute this Release on behalf of the Obligee and to bind the Obligee hereunder.

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., President, Belmont County Board of Commissioners

8/1/12

Date

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	Absent

IN THE MATTER OF AUTHORIZING COMMISSIONER FAVEDE TO EXECUTE PAY APPLICATION NO. 2 FOR CHAMBERS, MURPHY & BURGE, LTD/HISTORIC SHERIFF'S RESIDENCE ADAPTIVE REUSE

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commissioner Favede to execute pay application No. 2 for Chambers, Murphy & Burge, Ltd., in the total amount of \$ 4,887.63 for construction engineering services on the Historic Sheriff's Residence Adaptive Reuse as follows:

Fed/State Match \$ 3,910.11
Local Match 977.52
Total \$ 4,887.63

Upon roll call the vote was as follows:

Mr. Coffland Yes
Mrs. Favede Yes
Mr. Probst Absent

IN THE MATTER OF AWARDING BID FOR THE OUE BRICK TAVERN HOUSE ROOF AND DRAINAGE SYSTEM REHABILITATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the OUE Brick Tavern House Roof and Drainage System Rehabilitation Project (ODOT PID 84115) to Centennial Preservation Group, LLC, in the amount of \$127,790.00, based upon the recommendation of Heritage Architectural Associates, Project Architects.

Note: Centennial Preservation was the only bidder for this project.

Upon roll call the vote was as follows:

Mrs. Favede Yes
Mr. Coffland Yes
Mr. Probst Absent

Note: Commissioner Probst arrived at 10:10 a.m.

IN THE MATTER OF ENTERING INTO A LEASE AGREEMENT WITH GULFPORT ENERGY CORPORATION

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a lease agreement with Gulfport Energy Corporation for a three year term beginning July 23, 2012 to July 22, 2015 for 0.57 acres located in Kirkwood Township, Sec. 1, T9N, R5W, NW/4, Tax Parcel ID # 12-60002.000; Signing bonus: \$5,000.00 per net leasehold acre; Royalty: twenty percent (20%)

**PAID-UP
OIL & GAS LEASE
NO SURFACE USE**

This Lease made this 1st day of AUGUST 2012, by and between the Board of Commissioners of Belmont County, Ohio, of 101 West Main Street, St. Clairsville, Ohio 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 with 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.

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

Tax Parcel Identification Number: **12-60002.000**; Twp of Kirkwood, Sec 1, T 9 N, R 5 W, NW/4: and is bounded formerly or currently as follows:

- On the North by lands of Neffs Rod & Gun Club;
- On the East by lands of Robert A. Shugert;
- On the South by lands of Robert A. Shugert;
- On the West by lands of Neffs Rod & Gun Club;

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

including lands acquired from Campbell, Margaret, etal, by virtue of No entry deed dated on or about 12/15/30, and recorded in Deed Book NOT RECORDED, at Page NOT RECORDED at the Recorder's office of Belmont County, Ohio, and described for the purposes of this agreement as containing a total of **0.57 acres**, whether actually more or less. This Lease only covers the specific parcels described and identified in the Lease and does not include any adjacent or contiguous parcels in which Lessor has or may claim an ownership interest or any after-acquired property. Any acreage discrepancies may be resolved by survey. If a surveyor an examination of real property records should reveal the existence of additional acreage within the parcels identified in the Lease, the Lease will include such acreage and Lessee shall pay Lessor a bonus payment for such additional acreage at the same rate per acre as the cash consideration (signing bonus, bonus rental, or paid-up consideration) paid for the Leased Premises and the Lease will be amended to include such lands and acreage. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. Notwithstanding the language contained in the paragraph below, it is understood and agreed by both parties, that the captioned property is subject to ORC 307.11.

This Lease shall remain in force for a primary term of **Three (3) years** from 12:00 A.M. July 23, 2012 (effective date) to 11:59 P.M. July 22, 2015 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing

and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

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

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of three (3) 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.

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

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

(B) **ROYALTY:** 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 twenty percent (**20.00%**) part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. **GAS:** To pay Lessor an amount equal to twenty percent (20.00%) 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 land 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 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.

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

FACILITIES. 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.

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

TITLE AND INTERESTS. 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.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted **COVENANTS**. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to

acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease.

Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

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

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

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

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

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

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, 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.

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

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

EXECUTED this 1st day of AUGUST 2012

Charles R. Probst, Jr. /s/

Chuck Probst, President

Matt Coffland /s/

Matt Coffland

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Ginny Favede /s/

Ginny Favede, Vice President

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

IN THE MATTER OF RESOLUTION
TO FORGIVE THE APRIL 7, 2010 ALLOCATION OF \$5000
FROM THE BELMONT COUNTY GENERAL FUND TO THE
BELMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

The Board met this day in regular session with the following members present:

Charles R. Probst, Jr. Ginny Favede Matt Coffland

Motion made by Commissioner Probst, seconded by Commissioner Coffland to adopt the following resolution:

RESOLUTION
TO FORGIVE THE APRIL 7, 2010 ALLOCATION OF \$5000
FROM THE BELMONT COUNTY GENERAL FUND TO THE
BELMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT

Whereas, on April 7, 2010, the Belmont County Board of Commissioners (The Board) approved an allocation of \$5,000.00 from the Belmont County General Fund to the Belmont County Transportation Improvement District (TID) for operating expenses; and

Whereas, the TID was to repay the county when they made a draw on their grant; and

Whereas, it has been determined by the TID that the grant funds cannot be used to reimburse for operating expenses;

Now therefore be it resolved, the Belmont County Board of Commissioners forgives the repayment of the \$5000.00 allocation to the Belmont County TID of April 7, 2010.

Upon roll call the vote was as follows:

Mr. Probst	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mrs. Favede	<u>Yes</u>

IN THE MATTER OF APPROVING AND SIGNING THE AMENDMENT
TO THE CONTRACT WITH STUDENT SERVICES/BCDJFS

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the amendment to the contract with Student Services dated July 18, 2012, on behalf of Belmont County Department of Job & Family Services, to reduce the amount from \$19,281.00 to \$18,487.00 (a decrease of \$794.00) due to a reduction in the amount of the Ohio Children’s Trust Fund grant for the Child Abuse Prevention Program.

Note: This contract is effective from July 1, 2012 through June 30, 2013.

Amendment to Help Me Grow Contract, Child Abuse Prevention

This amendment is being made to the contract with Student Services for the period July 1, 2012 through June 30, 2013 that was approved by the Belmont County Commissioners on July 18, 2012. The original contract was approved for \$19,281.00. Since the approval of this agreement, we have determined the amount of the Ohio Children’s Trust Fund grant was reduced to \$18,487.00. Therefore, the original contract dated July 18, 2012 is being amended from \$19,281.00 to \$18,487.00, a reduction of \$794.00.

All other terms of the contract remain unchanged. Effective date of the amendment is retroactive to July 1, 2012 and will end June 30, 2013.

<u>Dwayne Pielech /s/</u>	<u>8-1-12</u>
Dwayne Pielech, Director	Date
Belmont County DJFS	
<u>Janet Groome /s/</u>	<u>8-1-12</u>
Janet Groome, Director	Date
Belmont County Student Services	
<u>Matt Coffland /s/</u>	<u>8/1/12</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>8/1/12</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>8/2/12</u>
Belmont County Commissioner	Date
Approved as to form:	
<u>David K. Liberati /s/ (Assistant)</u>	<u>8-2-12</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

OPEN PUBLIC FORUM – John Rowan, Executive Director, Oakview Juvenile Residential Center, thanked the board for their support and cooperation when they experienced difficulty in receiving their 1st quarter funding from the state of Ohio for fiscal year 2013. They had asked the board for a few days of flexibility until they were able to arrange for the funds to be transferred. They have returned the funds back to the county. Mrs. Favede said this issue was something that allowed us to take care of the people and therefore their families that are employed under Mr. Rowan.

Sheila Smith asked if the board was going to open up bids for professional services contracts, including technical support, any time in the future. She said the county has a full service support and maintenance contract that is ending next year. Mr. Probst said the board would look into that.

10:30 Linda Mehl and Claire Shorts-Belmont County WIC Program
Re: Proclamation in Recognition of Breastfeeding Awareness Week

Claire Shorts, RN, provided the following statistics: According to the CDC Report Card for 2011, 66.8% of women in Ohio initiated breastfeeding, which makes us 40th in the nation. This is not really a good number. Only 8.6% of those women were exclusively breastfeeding at six (6) months. We have a lot of work to do in Belmont County and the State of Ohio. They want to get the message out that it is the normal, natural way to feed your baby and has many health benefits, not just for the mother, but for the baby as well. Mr. Coffland asked how

you could change this. Mrs. Shorts said through education and if you could get employers to support their breastfeeding women and allow them time to pump, not in bathrooms, but a safe, clean environment, and have them be able to store their breast milk until they get home. Formula has been recalled almost once a year for whatever reason and breast milk is never recalled. It's ready to feed, warm and cheap. Education is the key along with support for the mothers who choose to breast feed. Belmont County's WIC office has five (5) certified lactation counselors on staff. Mr. Probst asked if there was any legislation that supports the employers letting the employee breast feed. Mrs. Shorts said there is if they have more than fifty (50) employees. Then they have to provide a time and a place. There is a law in Ohio that states that a mother is permitted to breastfeed anywhere a baby is permitted to be. Mrs. Favede said in today's society the majority of young mothers do return to work very quickly and it becomes very difficult to handle work and breastfeeding, if you do not have the time to pump and store the milk for the baby. She thinks a lot of mothers want to breastfeed, but because they have to work or choose to work for eight (8) hours a day, it cuts into that ability for them to be able to do that.

IN THE MATTER OF ADOPTION PROCLAMATION IN RECOGNITION OF BREASTFEEDING AWARENESS WEEK

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the Proclamation in Recognition of Breastfeeding Awareness Week

**PROCLAMATION
IN RECOGNITION OF
BREASTFEEDING AWARENESS WEEK 2012**

WHEREAS, The health and well-being of all humans are of utmost importance to the prosperity and livelihood of families and communities worldwide; and

WHEREAS, optimal nutrition is of vital significance in the early months and years of life and has a lifelong impact on sustained health; and

WHEREAS, exclusive breastfeeding for the first six months of life and continued breastfeeding, along with the addition of appropriate complementary feeding at six months and beyond, ensures that both mothers and infants receive maximum health benefits; and

WHEREAS, breast milk is physiologically tailored to meet infants maturing digestive systems, ensuring proper growth and development; and

WHEREAS, breast milk helps prevent a variety of infections and many chronic diseases, including diarrhea, asthma, diabetes, obesity, and certain childhood cancers; and

WHEREAS, keeping breastfeeding high on the public health agenda is critical in globally improving the health and well-being of mothers and babies; and

WHEREAS, World Breastfeeding Week 2012 is a time to recognize past achievements and future endeavors and to celebrate the 2012 theme, "**The Road to Lifelong Health Begins with Breastfeeding.**"

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners calls upon members of our community to support breastfeeding babies and mothers and does hereby proclaim August 1-7, 2012, to be World Breastfeeding Week in Belmont County and calls this observance to the attention of all our citizens.

Adopted this 1st day of August, 2012.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Charles R. Probst, Jr. /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

10:45 Mickey Wallace, Belmont County Floodplain Coordinator

Re: The proposed amendment to Section 6.3 of the Special Purpose Flood Damage Reduction Resolution of Belmont County, Ohio pursuant to O.R.C. 307.99(C) *Note: This is the second of 2 public hearings required.*

Mickey explained the penalty clause of the county regulations adopted needed corrected. About six (6) months ago ODNR sent a letter in saying ours wasn't worded right. He said the Commission had submitted and passed this current language, but we did not have the proper amount of hearings. Mr. Wallace said there was no jail time listed for violation of our regulations, however, jail time can be instilled by the judge under many different circumstances. It sets forth proper language in how we deal with violations for people who refuse to abide by them. ONDR is an arm of FEMA.

IN THE MATTER OF ADOPTING AMENDMENT TO SECTION 6.3 OF THE SPECIAL PURPOSE FLOOD DAMAGE REDUCTION RESOLUTION BELMONT COUNTY, OHIO

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the proposed amendment to Section 6.3 of the **Special Purpose Flood Damage Reduction Resolution of Belmont County, Ohio** to reference O.R.C. 307.99(C) and to publicly post notice of the same by legal advertisement.

Note: This amends the original resolution which was adopted on February 8, 2006.

6.3 Violations and Penalties

Violation of the provisions of these regulations, or failure to comply with any of its requirements **or lawful orders issued pursuant thereto**, shall be deemed to be a strict liability offense. Any person who violates these regulations, or fails to comply with any of its requirements **or lawful orders issued pursuant thereto**, shall, upon conviction thereof, **be fined not more than \$300.00 and, in addition, shall pay all costs and expenses involved in the case** as provided by the laws of Belmont County. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent Belmont County from taking such other lawful action as is necessary to prevent or remedy any violation. Belmont County shall prosecute any violation of these regulations in accordance with the penalties stated herein.

Note: Section 6.3 Revised August 1, 2012, reference O.R.C. 307.99(C)

NOTICE OF AMENDMENT AND AVAILABILITY

On August 1, 2012, the Board of Belmont County Commissioners voted to amend Section 6.3 of the Belmont County Special Purpose Flood Damage Reduction Regulations originally adopted on February 8, 2006. Copies are available upon request in the Belmont County Commissioners Office, 101 W. Main St., St. Clairsville, Ohio 43950.

Times Leader Legal Advertisement (1) Wednesday, August 8, 2012

By Order of the Belmont County Board of Commissioners

Jayne Long /s/

Jayne Long, Clerk

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

BREAK

ANNOUNCEMENTS – Mrs. Favede stated OPWC District 18, That Natural Resources Assistance Council, sent out a memorandum recently for a training session for District 18 Clean Ohio Conservation Fund Program that will be held Wednesday, August 22, 2012, at Holiday Inn in Marietta. This is a training session for the preparation for application for Clean Ohio Conservation Fund monies. The Clean Ohio Conservation Fund is part of the Clean Ohio Fund originally proposed by Gov. Bob Taft in his 2000 state of the state address. It is a \$400 million program instituted to preserve natural areas and farm land, protect streams, create outdoor recreational activities and revitalize urban areas by cleaning up Brownfield sites. This is a grant program. The grants will be awarded to eligible conservation projects including the purchase of open spaces and the costs associated with making them accessible to the general public and for the protection of stream corridors providing wildlife habitat and reducing erosion. This is an opportunity for all of our townships, villages and cities to apply for Clean Ohio Funds. She encouraged them to do so. Contact person is Michelle Hyer at District 18. It is an 80% - 20% match grant.

Mrs. Favede also received information from Innovation Ohio showing budget cuts by county. For Belmont County cuts thus far, including local government funds, break down as follows: Education Cuts - \$2,793,656.00. Local Government Fund Elimination - \$1,614,090.00. Estate Tax Elimination - \$1,102,530.00. TPP & SB3 Phase Out - \$1,352,957.00. Our Total Cuts to Belmont County thus far equal \$6,863,233.00. We have lost approximately \$7 million.

On Friday, between 1:00 and 3:00, the Clerk of Courts will hold an Open House of the newly renovated office for the public to view.

BREAK

Note Commissioner Coffland left the meeting at 12:00 p.m.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:05 P.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting at 12:05 p.m.

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favede	Yes
Mr. Coffland	Absent

Read, approved and signed this 8th day of August, 2012.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. 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