

St. Clairsville, Ohio

August 20, 2014

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.

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 Mr. Thomas, 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& K-Cannon IV, Inc.	Ink cartridges-GIS Projects/General Fund & Engineer MGT Fund	209.87
A-Draft-Co., Inc.	Map conversion-GIS Projects/General Fund	1,422.14
A-Lowe's Home Center	Equipment-Recorder/General Fund	335.53
A-Redwood Toxicology	Drug testing-Adult Probation/General Fund	474.25
D & K- Street Engineer & Survey	Professional services/Road & Bridges Fund & Engineer MVGT Fund	12,880.00
G-Belmont Co. Tourism Council, Inc.	Upgrades to 5 museums/Lodging Excise Tax Fund	25,000.00
N-Belmont County Commissioners	Repayment of cash advance/Cap. Proj. EORIP W/S Fund	50,000.00
N-Everly Concrete Products	Materials/SSD#1 Capital Improvements Fund	915.00
P-EORWA	Sewage disposal/BCSSD Funds	39,776.92
P-Municipal Utilities	Purchased water/BCSSD Funds	351.36
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	146.25
P-Tri-County Water Authority	Purchased water/WWS#3 Revenue Fund	1,195.32
P-Yorkville Bd. Of Trustees of Public Affairs	Sewage disposal/SSD#3B Deep Run Fund	513.29
S-Crossroads Counseling	Services/Smart Ohio Pilot Grant	517.28
S-Dave Yost/Auditor of State	Professional services-audit/Port Authority Fund	164.00
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Jeter Systems	Numbers for files/Northern Ct. Gen. Special Projects Fund	210.38
S-Jeter Systems	Numbers for files/Eastern Ct. Gen. Special Projects Fund	210.39
S-Richardson Copy Concepts, Inc.	Copier/District Detention Home Fund	295.00
S-Sam's Club	Kitchen food & supplies/District Detention Home Fund	4,003.67
S-TSG	Data vaulting & backup/Northern Div. Ct. Computer Fund	243.60
S-Village of Morristown	Sale of property-Morristown School/Port Authority Fund	247,862.50
W-Matthew Bender & Co.	Books/Law Library Fund	792.62

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for August 20, 2014 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$4,957.84; \$241.00; \$24,306.08; \$9,270.94
A-GENERAL/EMA	\$1,045.97
A-GENERAL/JUVENILE COURT	\$786.53
A-GENERAL/SHERIFF	\$1,893.19
A-GENERAL/911	\$3,249.82
B-Dog Kennel	\$93.39
E-911	\$3,322.54
E-911 Wireless	\$9,044.27
H-Job & Family, CSEA	\$3,273.01
H-Job & Family, Public Assistance	\$7,211.36; \$931.07
H-Job & Family, WIA	\$5,522.98; \$1,955.15
K-Engineer MVGT	\$42.95'; \$850.55; \$55,642.46
M-Juvenile Ct. – Intake Coordinator	\$62.55
M-Juvenile Ct. – Truant Officer	\$213.45
P-Oakview Admn Bldg.	\$214.62
P-Sanitary Sewer District	\$13,203.80; \$7,038.49; \$145,000.00; \$8,009.00; \$1,050.40
S-Certificate of Title Adm Fund	\$7,196.05
S-District Detention Home	\$2,364.18; \$531.75
S-Job & Family, Children Services	\$48,257.79
S-Juvenile Ct. Computer Fund	\$96.40
S-Juvenile Ct. Gen. Spec. Projects	\$200.00
S-Oakview Juvenile Residential Center	\$2,786.30
S-Probate Court Computer Fund	\$2,735.00
S-Senior Services	\$25,112.12
S-Sheriff Commissary	\$4,424.91
S-Western Div. Ct. Computer Fund	\$769.10
S-Western Ct.-General Special Projects	\$2,586.10
T-Sanitary Sewer District	\$330.37

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfers within fund for the following funds:

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S58.000 Communications	\$5,000.00

S89 COMMON PLEAS COURT/GENERAL SPECIAL PROJECTS FUND

FROM	TO	AMOUNT
E-1572-S089-S01.000 Other Expenses	E-1572-S089-S10.074 Transfers Out	\$14,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following transfers between funds:

S89 COMMON PLEAS COURT/SPECIAL PROJECTS FUND AND THE

S54 COMMON PLEAS COURT/GENERAL SPECIAL/MEDIATION SERVICES FUND

FROM	TO	AMOUNT
E-1572-S089-S10.074 Transfers Out	R-1544-S054-S05.574 Mediation Transfer In	\$14,000.00

T10 WATER & SEWER GURANTEE DEPOSIT FUND AND VARIOUS FUNDS

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$114.30
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$1,384.32
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$163.85
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$147.10
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$160.20

For the month of August 2014

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

**** JUNE 3, 2014****

N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N04.055	Other Expenses	\$20,000.00
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Needed for office renovations at the Health Department for enhanced security.

****AUGUST 20, 2014****

GENERAL FUND

E-0055-A004-B19.000	County Buildings	\$395.00
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Appropriation of refund check from Western Branch Diesel deposited 07/30/14.

E-0131-A006-A04.002	Salaries-Road Deputies	\$1,257.61
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Appropriation of BWC Reimbursement for wages from 05/15/14-06/16/14—Claim No. 03-350173.

E-0131-A006-A17.012	Cruisers	\$294.00
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E-0256-A014-A14.004	Workers' Comp. – General Fund	\$1,044.19
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Appropriation of 2013 Workers' Comp. Refund on annual premium payment.

B00 DOG AND KENNEL FUND

E-1600-B000-B10.005	Medicare	\$9.02
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E10/911 FUND

E-2200-E010-E07.000	Other Expenses	\$1452.00
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H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

E-2600-H005-H09.000	Other	\$528.74
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E-2600-H005-H14.000	OWIP	\$8,964.88
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AUDITORS

E-9041-N041-N10.055	Project Payments	\$179,064.09
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E-9043-N043-N03.000	ODOT PID #86170	\$931.20
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P90 SPECIAL EMERGENCY PLANNING FUND/LEPC

E-1720-P090-P07.002	Salaries	\$10,500.00
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E-1720-P090-P08.003	PERS	\$1,500.00
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E-1720-P090-P09.004	Workers Comp	\$600.00
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E-1720-P090-P03.000	Other Expenses	\$6,292.00
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S54 COMMON PLEAS COURT/GENERAL SPECIAL/

MEDIATION SERVICES FUND

E-1544-S054-S01.002	Salary	\$10,000.00
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E-1544-S054-S02.003	PERS	\$4,000.00
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T11 COMMISSIONERS' CDBG FUND

E-9702-T011-T01.000	Grants	\$38,400.00
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(Draw # 174, Grant # B-F-12-1AG-1)

U10 SHERIFF'S RESERVE ACCOUNT FUND

E-9710-U010-U06.000	Other Expenses	\$9,194.25
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W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$3,235.00
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E-1511-W080-P07.006	Hospitalization	\$1,000.00
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E-1511-W080-P08.005	Medicare	\$50.00
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Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	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 August 20, 2014, 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:

SENIOR SERVICES – Susan Neavin and seniors to travel to Cadiz, OH, on Sept. 12, 2014, for a Senior Center outing. Mike McBride and seniors to travel to Holmes County, OH, on Sept. 10, 2014, for a Senior Center outing. Shirley Jo Case and seniors to travel to Dover, OH, on Sept. 19, 2014, for a Senior Center outing. Sue Hines and seniors to travel to Roscoe Village and Unusual Junction, on Sept. 11, 2014 and to Monroe County Care and Rehab on Sept. 16, 2014, for Senior Center outings. Donna Steadman and seniors to travel to Quinet's Restaurant in New Martinsville, WV, on Sept. 18, 2014, and to Four Seasons Pool in New Martinsville, WV, on Sept. 9, 16, 23 and 30, 2014, for Senior Center outings. County vehicles will be used for travel on all outings.

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 Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 25 and July 2, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCHEDULING REGULAR
BOARD OF COMMISSIONERS MEETING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to reschedule the regular meeting of Wednesday, September 10 to Tuesday, September 9, 2014, at 9:00 a.m. due to a scheduling conflict and to notify media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING A TOWN HALL MEETING
AT THE BELMONT COUNTY FAIRGROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to hold a "Town Hall" meeting at the Robinson Stage located on the Belmont County Fairgrounds at 10:00 a.m., Friday, September 5, 2014, and to notify media of the same.

Note: This is in addition to the Board's regular meeting that will be held at 9:00 on Wednesday, September 3 at the Courthouse.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ALLOCATION
TO WHEELING HEALTH RIGHT FOR FISCAL YEAR 2014**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the allocation of \$25,000.00 to Wheeling Health Right for Fiscal Year 2014 for the provision of health care services and medication for low-income, uninsured residents.

Note: Wheeling Health Right provides services to over 3,500 Belmont County residents.

Upon roll call the vote was as follows:

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

DISCUSSION RE: WHEELING HEALTH RIGHT

Mrs. Favede thanked the representatives from Wheeling Health Right including Kathie Brown and Dr. Donald Hofreuter of Wheeling Hospital. Ms. Brown stated her appreciation for the donation and noted even with the Affordable Care Act, there is still a huge need; a big hole. She said we have actually developed a new level of uninsured, those being the people just above the Medicaid level who cannot afford deductibles. It is a very difficult situation. The need is still there and it grows every day. The board stated their thanks for all Wheeling Health Right does. Dr. Hofreuter said it has been his privilege to be involved with Wheeling Health Right since its inception in 1985. He noted it is a rewarding experience to be able to help those who are struggling and he stated his appreciation for the boards' generosity in allocating this money.

IN THE MATTER OF APPROVING THE FORWARDING OF MONIES FROM THE GENERAL FUND TO THE BCDJFS TO BE USED AS LOCAL FUNDS IN THEIR PUBLIC ASSISTANCE FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the forwarding of twenty-thousand dollars (\$20,000.00) from the Belmont County General Fund to the Belmont County Department of Job & Family Services to be used as local funds in their Public Assistance Fund. These funds can be used as local funds for Federal Food Stamp and Medicaid match, thereby netting an additional twenty-thousand dollars (\$20,000.00) from the Federal programs.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: HARMONY HOUSE - Scott Steele of Harmony House was present and stated their gratitude for the allocation of monies by the board. He advised they do not charge for any of their services and it is essential they get funding from outside sources. Harmony House provides forensic interviews of children where there are concerns or allegations of abuse, neglect or if they are witnesses of crimes. They make mental health referrals for the children and their families and also make referrals for medical evaluations of the children. From July 2013 to July 2014, they had 497 clients that include children and family caregivers. They also would like to acknowledge how wonderful it is in Belmont County that people work with them and acknowledge their neutrality and the work that they do, which include law enforcement, the local mental health providers, like Tri-County Help Center and North Pointe and also and the nurses that work at Belmont Community Hospital.

Mr. Coffland said for the record the board sits down at the beginning of the year and allocates funds and there is never a dispute over funding Harmony House and Wheeling Health Right. Mrs. Favede added that Harmony House of Wheeling was established in 2003 with the Junior League of Wheeling in conjunction with Kings Daughters Daycare. Harmony House is a center for sexually and physically abused children. In 2009, Prosecutor Berhalter was interested in establishing an advocacy center in Belmont County. A conversation was had to expand the existing Harmony House that had already been in operation for quite some time. Mr. Berhalter and Mrs. Favede met with Leslie Vasilaros and decided to do it a little differently in Belmont County because we do understand the importance of Harmony House in aiding sexually abused children and aiding law enforcement in prosecuting the perpetrators. We decided to work in conjunction with the Board of Developmental Disabilities, Job & Family Services and the Commissioners to fund Harmony House so the concentration could be on taking care of the children rather than continuously fundraising. They have now been in operation in Belmont County for close to four years in donated housing. Mrs. Favede stated, "I'm rather proud of the fact that in Belmont County we go the extra effort to make sure that the children are taken care of and that law enforcement has the aid that they need." Mr. Steele said he really wanted to acknowledge the county Board of DD for giving them space. Mr. Thomas commended everyone on a daily basis on what they do and the help provided to the youngsters in Belmont County.

IN THE MATTER OF APPROVING AND SIGNING THE STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the **Statement of Support for the Guard and Reserve** per the request of John DeBonis, Eastern Region Director for Employers Support of the Guard and Reserve.

**STATEMENT OF SUPPORT
FOR THE GUARD AND RESERVE
BELMONT COUNTY BOARD OF COMMISSIONERS**

We recognize the Guard and Reserve are essential to the strength of our nation and the well-being of our communities.

In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

If these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security.

Therefore, we join other employers in pledging that:

- We fully recognize, honor and enforce the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- We will provide our managers and supervisors with the tools they need to effectively manage those employees who serve in the Guard and Reserve.
- We appreciate the values, leadership and unique skills Service members bring to the workforce and will encourage opportunities to employ Guardsmen, Reservists, and Veterans.
- We will continually recognize and support our country's Service members and their families in peace, in crisis and in war.

Upon roll call the vote was as follows:

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

DISCUSSION – Present was Mr. John DeBonis, Eastern Region Director for Employers Support of the Guard and Reserve. He has been involved with this agency since 1979, when he was a member of the Reserve and Guard. He explained that the National Guard and the Reserve forces make up 50% of our active duty force, because after the first Iraq war, there was a terrific risk in our active duty forces and the Guard and Reserve picked up the tempo. As a result of this, employers became inundated with our Reservists and our Guards leaving the workforce and going on active duty tours for months, years at a time, leaving the small employers at a disadvantage. As a result, the Guard and Reserve member came back to their employer a lot of times finding that they had no job, because the employer gave them a choice; either you stay with the Reserve or you are going to work for us. An ombudsman, who represents the employers as well as the guard in these conflicts, is now used to keep a relationship between the employer and the reserve in that they can work together and still maintain that active Guard and Reserve force. When the draft was eliminated in the late 70's, the ESGR (Employers Support of the Guard and Reserve) was formed. They are a Department of Defense Office, established in 1972 to promote cooperation and understanding between Reserve component service members and their civilian employers. They assist in the resolution of conflicts that arise regarding an employee's military commitment. ESGR is supported by a network of more than 4,700 volunteers and 54 committees and are located across all 50 states, the District of Columbia, and U. S. Territories. Not only do they represent or help the Guard and Reserve in a conflict, they also train employers in USERRA (**Uniformed Services Employment and Reemployment Rights Act**); what are their responsibilities towards the Guard and Reserve and what are the members responsibility toward their employers. Mr. DeBonis thanked the Commissioners for their continual support of our Guard and Reserve members. He noted this is vital to our national defense. Mrs. Favede stated the honor was ours that we have employees in the Guard and Reserve and the board is happy to support their efforts.

**IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 14-5
BEL-54 (PIPE CREEK) AND BEL-56 (OK RD.) BRIDGE REPLACEMENT PROJECT**

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's Project 14-5, BEL-54 (Pipe Creek) and BEL-56 (OK Rd.) Bridge Replacement project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Cross Roads Construction	X	\$ 588,000.00

3155 Harding Lane
Cambridge, OH 43725

Engineer's Estimate: \$540,000.00

Present for the bid opening were Engineer Fred Bennett, Deputy Engineer Terry Lively and Anita Pattison of Cross Roads Construction.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Belmont County Engineer's Project 14-5, BEL-54 (Pipe Creek) and BEL-56 (OK Rd.) Bridge Replacement project to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR THE
BETHESDA/NOON ROAD 16 INCH WATERLINE PROJECT/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to reject all bids received on July 29, 2014 for the Bethesda/Noon Road 16 inch waterline project for the Belmont County Sanitary Sewer District and to rebid said project, based upon the recommendation of Mark Esposito, BCSSD Director. The original bid specifications were incomplete.

NOTICE TO BIDDERS

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

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:30 A.M. (Local Time) Tuesday, September 9, 2014, for furnishing and delivering materials for the Bethesda/Noon Road 16" Waterline Project** for the **Belmont Co. Sanitary Sewer District**, then at said office publicly opened and read aloud.

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

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

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

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein.

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bid received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. No single factor will control the Boards' decision to award, and the Board reserves the right to exercise its full discretion.

By order of the Board of Commissioners

Of Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk of the Board

Times Leader Advertisement: Two (2) Tuesdays: August 26, 2014 and September 2, 2014

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE RENEWAL
OF THE CARNES SENIOR APARTMENTS LEASE AGREEMENT
BETWEEN BELLAIRE HOUSING PARTNERS, LTD. AND SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the renewal of the Carnes Senior Apartments Lease Agreement between Bellaire Housing Partners, Ltd. and Senior Services of Belmont County for a two year term effective August 1, 2014 through July 31, 2016, in the amount of \$8400 per year, based upon the recommendation of David Hacker, Senior Services Program Coordinator.

**CARNES SENIOR APARTMENTS
LEASE AGREEMENTS**

AGREEMENT made this 1st day of August, 2014, by and between Bellaire Housing Partners, Ltd. ("Lessor") and Senior Services of Belmont County ("Lessee"), whose mailing address is 45240 National Road, St. Clairsville, OH 43950,

WITNESSETH

WHEREAS, Lessor is the fee simple owner of certain commercial real property located at 3396 Belmont Street, Bellaire, OH 43906 in Belmont County, more particularly described as: Carnes Senior Apartments ("Property") as shown on Exhibit "A" attached hereto.

WHEREAS, the parties desire to enter into a lease agreement defining their rights, duties and liabilities.

NOW, THEREFORE, for an in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Terms and Conditions. Lessor agrees to lease to Lessee the Property for a period of 2 years commencing on the 1st day of August, 2014, and ending on the 31th day of July, 2016. Acceptance of possession by Lessee shall be deemed to be conclusive evidence that the Property is in good and satisfactory condition free of all defects, without need for attention or repair and that no representation or promises have been made by Lessor concerning future alterations or repair. Lessor shall deliver the Property in broom clean condition.

2. Security Deposit. Contemporaneously with the execution of this Lease, Lessee shall pay to Lessor a refundable security deposit of \$ N/A to be refunded to Lessee within thirty (30) days of the expiration of this Lease provided Lessee abides by all the terms and conditions herein.

3. Rent. The annual base rent due under this Lease for each year of the lease term shall be Eight Thousand Four Hundred Dollars (\$8,400.00) per annum payable in twelve (12) equal monthly installments of Seven Hundred Dollars (\$700.00). Lessee shall pay Lessor each monthly installment of rent in advance on or before the first day of each month at the office of Lessor or at such other address or to such other person as Lessor may from to time designate in writing to Lessee.

4. Charges for Late payment and Returned Check. If the Lessee does not pay the full amount of rent shown in item 3 by 5:00 p.m. on the 5th day of the month, the Lessor may collect a late fee of \$30.00, on the 6th day of the month. The Lessor may terminate this Lease for non-payment of rent, as explained in item 5, even though the Landlord may have in, prior months, chosen to collect the late fee instead of

terminating the Lease. In addition, the Lessor may collect a fee of \$20.00 or the cost of which is incurred by the Lessor, whichever is greater, if a check is not honored for payment. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Lessee.

5. Additional Charges. Lessee is responsible for any charges the Lessor receives due to Lessee's negligence or disregard of regulations from outside vendors. If charges are received the Lessor will invoice the Lessee. Payment should be remitted within 30 days. Example: Additional charges for improperly disposed trash in dumpster.

6. Default and Remedies. Upon the happening of any of the following events:

- a. Lessee's failure to timely make any payments due Lessor hereunder or under any other agreement relating to the Property;
- b. Lessee's failure to perform or observe any covenants or agreements contained herein.
- c. Lessee's voluntary petitioning for relief or benefit under any bankruptcy or insolvency law, the filing of any involuntary bankruptcy or reorganization petition against Lessee or the appointment of a receiver or trustee for Lessee or its Property;
- d. Any sale, transfer or assignment of Lessee's interest under this Agreement, voluntary or involuntary, by operation of law or otherwise without the express prior written consent of Lessor which consent may be withheld at Lessor's sole discretion; or
- e. The abandonment by Lessee of the Property for a continuous period of thirty (30) days upon a default defined in paragraph a through e the Lessor may in addition to all other remedies provided by law:
 - i. Declare the entire remaining unpaid rental for the term of this Lease immediately due and payable forthwith at the then current rate of monthly rental and take any legal action to recover and collect the same;
 - ii. Terminate Lessee's right to possession under this Lease without having thereby accepted a surrender of the property, re-enter and take possession of the Property and re-let or attempt to re-let the Property or any part thereof on behalf of and as the agent of Lessee at such rental and under such terms and conditions as Lessor may deem best under the circumstances. Any rentals received from such re-letting will be applied first to any expenses incurred by Lessor in re-entering and re-letting the Property and then to the payment of rent and other obligations of Lessee to the Lessor due under this Lease;
 - iii. Accept a surrender of the Property whereupon the term hereinabove granted and all right, title and interest of Lessee in and to the Property shall end, such termination being without prejudice to Lessor's right to enforce the collection of any rent due or accrued at such time and for such time as required to evict Lessee; together with all other damages suffered by Lessor as a result of Lessee's default. Upon such termination Lessor shall have the right immediately to re-enter the Property and take possession thereof and Lessee shall thereupon surrender the Property to Lessor; and
 - iv. Exercise any and all rights and privileges that Lessor may have under the laws of the State of Ohio.

The foregoing remedies of Lessor are cumulative and the election to proceed by forfeiture or surrender or otherwise shall not operate as a bar to prosecution of all provisions of this Lease or of law then enforced. All costs including reasonable attorney's fees for pretrial, trial and appellate proceedings incurred in connection with the exercise of any Lessor's remedies or enforcement of Lessor's rights (whether by legal proceedings or otherwise), shall constitute elements of Lessor's damages and shall be paid by Lessee to Lessor. All of Lessee's monetary obligations under this lease shall be interest at the highest rate allowable by law from the date of default until the date of payment.

7. Assigned Area. The area to be leased is the South side of the building that has the kitchen/dining and sitting area. The North side of the building that has the hardwood flooring, restrooms and assigned closets. This does not include the area in the room of the North side that has carpeting. The closet and the carpeted area are not included in the rental space. This space is solely for use by the residents of the community and will need prior written approval to use this area from the Lessor.

8. Use. Lessee covenants and agrees to use the Property exclusively for a providing services to senior citizens in space essentially being the kitchen, the room adjacent that covers the hardwood flooring, restrooms and designated parking (see #21 for parking specifics). The Lessee will give the Lessor's on site management representative a schedule of events monthly and will have a representative of the agency present at those events. The events will be conducted at reasonable times, meaning not before 8:00 a.m. or after 10:00 p.m. except by mutual agreement of the Lessor and Lessee. Carnes Senior Apartments will have use of the Large Room for after hour's activities. If it has not already been scheduled by the Lessor for an event. The Lessor's management representative will give the Lessee a month's advance notice of non Senior Agency events in the Large Room. Conflicts in scheduling after hours will be resolved on a first-come first serve basis and will be worked out between the Lessor's management representative and the Lessee. All areas will be cleaned up at the end of each day. No supplies or items will be left out in the Large Room. All supplies or items are to be stored in the appropriate assigned areas. Lessee further covenants not to use or maintain any part of the Property in any unlawful or dangerous manner or for any unlawful purpose. Lessee, at Lessee's expense, shall promptly comply with any and all laws, ordinances, orders and regulations of any and all municipal, county, state, federal or other governmental authorities that may pertain or apply to Lessee's occupancy or use of the Property. Lessee shall not do or permit to be done any act or thing that it can control upon the Property which will violate any provision of any insurance policy held by Lessor or Lessee, which will cause the termination of any insurance policy held by Lessor or Lessee or which might be subject Lessor to any liability or responsibility for injury to any person or persons or to any property by reason of any business or activity being conducted on the Property. Lessee shall not create or maintain any nuisance on the Property and shall not do any act tending to injure the Property. Lessee shall not assign this Lease nor sublet the Property or any portion thereof without the prior written consent of Lessor, which consent will not be unreasonably withheld.

9. Insurance.

- a. During the term of this Lease, Lessee shall keep in full force and effect at Lessee's own expense a policy or keep in full force and effect at Lessee's sole expense a policy or policies of extended public liability insurance insuring Lessee and Lessor against any and all claims and demands by any person for injuries sustained or received on or in connection with the Property and any other risks generally insured against by such policies. The aforesaid policies shall be subject to terms and conditions approved in writing by Lessor. The insurance coverage limits shall be no less than \$500,000.00 per occurrence for combined bodily injury and property damage liability. All such policies shall name the Lessor and Lessee as their respective interest may appear as named insureds and shall provide primary coverage. On request, Lessee shall furnish Lessor with certified copies of such policies, certificates or other acceptable evidence that all such insurance is in effect.
- b. During the term of this Lease, Lessee shall keep in full force and effect at Lessee's sole expense, a policy or policies covering all risks of physical damage including casualty and theft to any and all improvements or personal property located on or affixed to the Property and insuring Lessee and Lessor against any and all losses in connection with said improvement or property. Each said improvement and item of property shall be insured to the higher of its current fair market value or replacement cost. All such policies shall name the Lessor and Lessee as their respective interests may appear as named insureds and shall provide primary coverage. On request Lessee shall furnish Lessor with certificates or other acceptable evidence that all such insurance is in effect.
- c. Lessee, at its sole expense shall maintain Tenant's insurance covering Lessee's personal property. Landlord shall have no responsibility for such Tenant's insurance nor shall Landlord be liable for any damage to or destruction of Lessee's property or any property brought onto the Property by Lessee or with Lessee's permission.

10. Repairs. Lessee stipulates that it has examined the Property and that it is in good repair and working order and clean, safe and tenantable condition. Lessee shall prevent waste and maintain the Property in good order throughout the term of this Lease. Lessee will be responsible for reporting building system maintenance issues to the Lessor in a timely manner for necessary repairs. If it is determined any repairs are beyond normal wear and tear the Lessee will be responsible for the repair costs. The Lessor may bill the Lessee for the repairs. Lessee is responsible for any maintenance repairs that are not building system related. At all times during the term of the Lease and upon reasonable notice to Lessee, Lessor may enter the Property during reasonable hours to inspect or to make repairs, alterations or improvements, structural or otherwise to the Property. If Lessee fails to promptly make any repairs or maintenance required by this paragraph, Lessor may perform same on Lessee's behalf, after providing written notice to the Lessee, and Lessee shall reimburse Lessor on demand for all costs and expenses so incurred.

Upon termination of this Lease in any manner, Lessee shall peaceably and quietly leave, surrender and yield to Lessor the Property in as good order and repair as the Property existed upon the date hereof, reasonable wear and tear excepted, and shall surrender all keys to the Property to

the Lessor. If Lessee fails to surrender possession of the Property to Lessor and continues to occupy the Property after the expiration of this Lease, Lessor shall be entitled to collect, and Lessee hereby agrees to pay, double the monthly rent for each month or portion thereof during which Lessee occupies the Property without Lessor's consent.

Lessor shall be responsible for all exterior and structural repairs unless such repairs are required due to actions of Lessee, or Lessee's employees, officers, directors, guests or invites.

11. Right of Entry. Lessee agrees to permit Lessor and its agent's entry to the Property at all reasonable times for the purposes of inspecting the Property, showing the Property to prospective purchasers, mortgagees or tenants or making repairs to the Property. Lessor shall also have the right to place on the Property any signs Lessor deems necessary for such purposes.

12. Alterations and Improvements. Other than the repair and maintenance obligations set forth in Paragraph 7, Lessee shall not make any alterations, modifications, improvements or additions to the Property, without the prior written approval of Lessor. Such approval shall be solely within the discretion of Lessor but shall not be unreasonably withheld. Lessee may erect temporary partitions, bins, equipments and shelving which shall remain the property of the Lessee and be removed from the Property by Lessee at the expiration of the lease, but in case of injury or defacement to the Property by removal of same, the Lessee shall repair and replace the building in good condition.

13. Casualty. If the Property shall be destroyed or damaged by any casualty for which Lessor is insured, Lessor shall if the proceeds from those insurance policies described in Paragraph 6 are sufficient and after receiving the proceeds of said insurance, restore and / or repair such damage or destruction within a reasonable time after receipt of such insurance proceeds. During the term of such restoration and repairs, the rent payable hereunder shall abate in proportion to the degree of interference with Lessee's use of the Property. If the Property is damaged or destroyed by any casualty for which Lessor is not adequately insured, Lessor may elect to either restore or repair such damage or destruction as aforesaid or cancel this Lease may retain the proceeds of those insurance policies described in Paragraph 6 above and this Lease shall be of no further force and effect and all rent and other sums to be paid by Lessee shall be apportioned and paid through the date of such destruction. As used herein "casualty" means fire, flood, storm or other acts of God, regardless of whether reasonably foreseeable; riot, civil commotion, war, or other act of a public enemy; and theft, vandalism or other criminal or tortious act of a third party. Lessor's obligation pursuant to this Lease to restore or repair shall be limited to the original buildings and the replacement of such interior work in the Property as exists on the date hereof. Notwithstanding the above, if restoration and repair cannot reasonably be completed within six months of a casualty which make the Property uninhabitable, either party to this Lease may terminate this Lease and rent shall be prorated based upon the date of the casualty.

14. Indemnity. Lessee shall defend, indemnify and hold Lessor harmless of and from any and all losses, damages, claims, costs and expenses including reasonable attorneys' fees for pre-trial, trial, appellate and administrative proceedings arising out of any claim asserted by any person against Lessor for loss of or damage or injury to person or property caused by any act, omission or neglect of Lessee or any person on or about the Property including without limitation any employee, agent or invitee of Lessee or otherwise occurring on the Property. Lessor will not be responsible for money or personal property of any kind lost or stolen on the Property nor for damage to Lessee's property caused by a casualty to the Property and Lessee shall defend, indemnify and hold Lessor harmless of and from any and all losses, damages, claims, costs and expenses including reasonable attorneys' fees for pre-trials, trial, appellate and administrative proceedings arising out of any claim asserted by any person against Lessor for theft, loss of or damage or injury to money or any property on or about the Property.

15. Utilities, Charges, Taxes. Lessee shall pay for any and all required installation and other charges incurred in Lessee's use of utilities, including, but not limited to, those for electricity, water, steam, gas, garbage collection, sewer, telephone service and similar utilities and charges. Any utilities not metered and charged directly to Lessee shall be paid for by Lessor. This is limited to water, sewer and reasonable trash removal.

16. Subordination. Lessee agrees this Lease shall at all times be subject to and subordinate to the lien of any and all mortgages now or hereafter placed by Lessor on the Property, provided said mortgagee delivers a non-disturbance agreement to Lessee; and Lessee agrees from time to time to execute, acknowledge and deliver any instrument of subordination required by any mortgagee of the Property provided said mortgagee delivers a non-disturbance agreement to Lessee. Upon the transfer of any or all Lessor's interest in this Lease or any or all of Lessor's interest in the Property or both, regardless of whether such transfer is characterized as voluntary or by operation of law, conditional or unconditional, absolute or as security for performance of an obligation, Lessee agrees to attorn to the transferee without the necessity of executing any additional documents, but further agrees to execute, acknowledge and deliver to such transferee, upon demand, any and all instruments of attornment required by such transferee. Lessee additionally agrees to execute and deliver to such transferee either prior to or simultaneous with such transfer a signed writing acknowledging the status of this Lease.

17. Signage. Lessee agrees to maintain all signage in a good state of repair, save the Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of such. All signage and signage locations and installation shall be submitted to Lessor for approval prior to installation.

18. Condemnation. This Lease shall not abate regardless of whether any portion of the Property is condemned for public use or purpose by any legally constituted authority, unless said condemnation materially impairs the Lessee's use of the Property, in which event either party shall have the option of terminating this Lease upon thirty (30) day written notice to the other party. In the event of condemnation of the Property or any portion thereof, Lessor shall be entitled to all compensation to be paid by the condemning authority and Lessee waives any claim for any portion of such compensation.

19. Holdover; Month to Month Tenancy. If Lessee remains in possession of the Property after the expiration of this Lease such continued possession shall, if rent is paid by the Lessee and accepted by the Lessor, create a month to month tenancy at will on the terms herein specified, and said tenancy shall be terminable at any time by either party on fifteen (15) days written notice to the other. If, however, Lessee remains in possession of the Property after the expiration of this Lease without Lessor's consent, Lessor shall be entitled to collect double the monthly rent.

20. Entire Agreement and Waiver. This Lease contains the entire agreement of the parties hereto as of the date hereof and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of same or of any other covenant or condition of this Lease. No modification, amendment, release, discharge or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by the party to be charged.

21. Parking/Deliveries. Lessee shall advise all employees and customers that parking is the last eight spaces at the East end of the parking lot. All deliveries will be at the front entry at loading zones as provided by the Village of Bellaire, Ohio ordinances. Lessee shall be responsible for any damages to the Property resulting from said deliveries.

22. Hazardous Substances.

a. For purposes of this Lease, the term "Hazardous Substance" means any hazardous or toxic substances, materials or waste, including but not limited to those substances, material and waste listed in the United State Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as Hazardous Substances (40 CFR Part 302) and amendments thereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state or federal law, ordinance, rule or regulation.

b. Lessee shall at all times and in all respects during this Lease comply with all local, state, and federal laws, ordinances, rules, regulations and orders (collectively "Hazardous Substance Law") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Substances.

c. Lessee shall not cause or allow any Hazardous Substance to be on, brought into, or remain on the Property.

d. If at any time Lessee becomes aware of, has reasonable cause to believe, or receives notice that any Hazardous Substance is located on or beneath the Property; Lessee shall immediately give written notice of such condition to Lessor. Lessee shall in all respects handle, treat, deal with and manage any and all Hazardous Substances in, on, under or about the Property, the building in which the Property is located in total conformity with all applicable Hazardous Substance Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or termination of this Lease, Lessee shall use, store, or dispose of all Hazardous Substances in accordance and in

compliance with all applicable Hazardous Substance Law and afford Lessor ample opportunity to appear, intervene or otherwise appropriately assess and protect Lessor's interest with respect thereto. Any Hazardous Substances found on the Property and proven to exist prior to signing of the Lease shall remain the Lessor's responsibility for removal, disposal, etc.

e. Lessee shall indemnify, defend, protect and hold Lessor, its successors and assigns harmless from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses (including without limitation diminution in the value of the Property, the litigation and reasonable attorney's fees including those for appellate matters and for the death of or the injury to any person or damage to any property whatsoever) arising from or caused in whole or in part directly or indirectly by Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Substances to, in, on, under, about, or from the Property or Lessee's failures to comply with any Hazard Substance Law. Any Hazardous Substances found on the Property and proven to exist prior to signing of the Lease shall remain the Lessor's responsibility for removal, disposal, legal fees, permits, etc.

All situation reference in paragraph 19 (d) and 19 (e) of Lease page pertain only to the confines of the leased space as described in Exhibit A.

23. Validity. If any clause or provision of this Lease shall be invalid or void for any reason, such invalid or void clause or provisions shall not affect the whole of this instrument but the balance of the provisions hereof shall remain in full force and effect.

24. Notices. Any notice or demand required under this Lease or by law shall be in writing and shall be deemed effective three (3) days after having been sent by U.S. mail, registered return receipt requested and addressed to the parties at the addresses set forth below. Such addresses may be changed by written notice to the other party.

25. Time. For all purposes of this Lease it shall be understood that time is of the essence.

26. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the state of Ohio.

27. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed as of the day and date first written above.

LESSOR:
BELLAIRE HOUSING PARTNERS LTD
MANAGING AGENT:
By: Kenneth A. Kempton /s/
Kenneth A. Kempton, President
Date: 8/29/14
LESSEE:
SENIOR SERVICES OF BELMONT COUNTY
By: _____
Its: Program Coordinator
By: David Hacker /s/
Date: 8/18/2014

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

DATE APPROVED: 08/20/2014
Mark A. Thomas /s/
Matt Coffland /s/
Ginny Favede /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF ASSIGNING ALL OF HESS OHIO RESOURCES, LLC'S RIGHTS TO AMERICAN ENERGY-UTICA, LLC REGARDING RUMA DATED NOVEMBER 28, 2012 FOR DRILLING ACTIVITY AT THE RICHLAND B WELL SITE/ENGINEER

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the request of both parties to assign all of Hess Ohio Resources, LLC's rights to American Energy-Utica, LLC ("AEU") regarding the Belmont County Road Use Maintenance Agreement (RUMA) dated November 28, 2012 for the use of CR80 Lloydsville-Bannock Road drilling activity at the Richland B Well Site.

**AMERICAN ENERGY
UTICA**

July 29, 2014
Belmont County Board of Commissioners
101 West Main Street
St. Clairsville, OH 43950

RE: Lude Rd (Township Route 264) & Lloydsville-Bannock Rd (CR 80 North)
Richland B Road Use and Maintenance Agreement (signed 11-28-12)

Dear Belmont County Board of Commissioners and Richland Township Trustees:

American Energy – Utica, LLC ("AEU") and Hess Ohio Resources, LLC request approval to assign all Hess' rights to the Richland B RUMA, attached hereto as Exhibit "A", to AEU. If approved by the County and Township, then AEU shall be designated the Operator under the Richland B RUMA's, both County and Township versions, and assume all rights and obligations thereunder effective as of approval by the Belmont County Commissioners and Richland Township Trustees.

Please indicate your acknowledgment and approval of the above referenced assignment by signing below where indicated.

Thank you for your cooperation and we look forward to working with you on this and future projects.

Sincerely,
Jeff B. Beck /s/
Jeff B. Beck

American Energy – Utica, LLC
Field Superintendent – Road Infrastructure Management
Joining in this request on behalf of Hess Ohio Resources, LLC:
Robert L. Williams Jr. /s/

(Name, Title)
Robert L. Williams Jr., Operator, Manager - UTICA

Acknowledged and approved this date 8/6/2014:

Ginny Favede /s/ 8-20-14
Ginny Favede, Belmont County
Matt Coffland /s/ 8-20-14
Matt Coffland, Belmont County
Mark A. Thomas /s/ 8-20-14
Mark A. Thomas, Belmont County

AMERICAN ENERGY – UTICA, LLC

P.O. BOX 18756, OKLAHOMA CITY, OK 73154 • 301 N.W. 63RD, SUITE 600, OKLAHOMA CITY, OK 73116

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF BRIANNA WILSON, RECEPTIONIST/SWITCHBOARD OPERATOR/COMMISSIONERS

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the resignation of Brianna Wilson, Receptionist/Switchboard Operator, effective Friday, August 29, 2014.

Upon roll call the vote was as follows:

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

**9:45 Belmont County Department of Job & Family Services
Re: Child Support Awareness Month Resolution**

Present were Vince Gianangeli, Director and CFO of DJFS; Dave Badia, Child Support Administrator; Judge Frank Fregiato; Judge J. Mark Costine; Magistrate Amy Busic; Attorney Grace Hoffman, Child Support Supervisor Karrie Hunkler and members of the DJFS staff. Mr. Gianangeli advised child support provides resources food, clothing, shelter, transportation and medical services. They work closely with the courts. Ohio ranks 3rd in the nation for child support cases. About \$2 billion is collected in the State of Ohio annually of which we serve 1million children. In Belmont County our collection rate is at 75%. Within the State of Ohio, it's only 68% and nationally it is 65%. Belmont County's caseload size is 4,712. An average of 119 calls are received per day.

IN THE MATTER OF ADOPTING THE RESOLUTION IN RECOGNITION OF CHILD SUPPORT AWARENESS MONTH

Motion made by Mrs. Favede, seconded by Mr. Thomas to adopt the resolution in recognition of Child Support Awareness Month.

***RESOLUTION
RECOGNIZING
CHILD SUPPORT AWARENESS MONTH***

WHEREAS, Ohio holds the well-being of our children in the highest regard, and we are dedicated to supporting them physically, mentally, educationally and financially, for their own benefit and for the benefit of the entire state; and

WHEREAS, Ohio's parents and caretakers are responsible for providing this support, in partnership with multiple judicial, educational and social service organizations. We honor parents, caretakers and organizations for providing these essential supports; and

WHEREAS, emotional and financial support are key elements not only in children's educational achievement, but in their future socioeconomic success; and

WHEREAS, the Ohio Office of Child Support will continue to work with county and federal partners to improve services to children and families; and

WHEREAS, this month is dedicated to highlighting the importance of Child Support and to encourage all citizens to help provide a better future for our children and Ohio.

NOW, THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners do hereby recognize August 2014 as

CHILD SUPPORT AWARENESS MONTH

throughout Ohio and encourage all Ohioans to remember that "Support is Key" and to invest in the future of one of our greatest assets: our children. The strength of our families and of our state depends on supporting our children and providing the keys to their success.

Adopted this 20th day of August, 2014.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/
Mark A. Thomas /s/
Ginny Favede /s/

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – As a result of the Governor's visit last Friday, Richard Hord asked the board's opinion on what has inspired the local economic growth. The board credited the oil and gas industry, the prior and current board's commitment to infrastructure development resulting in job creation, and the fact that they worked to make Belmont County an epicenter for the oil and gas industry with events such as the annual Oil & Gas Expo. It was noted that Gulfport, Chesapeake and others have offices here as a result of a coordinated effort by the Board of Commissioners, Port Authority and Department of Development. It was also noted that the state could assist the county by increasing the severance tax and restoring the Local Government Funds.

Debbie Street showed pictures of her contaminated well water and water source tank under her porch from her home on Otto Road, Jacobsburg, OH. She buys water for drinking and cooking. Mr. Thomas said the board checked with Belmont County Sanitary Sewer District and were advised that the project needs an engineer. Mr. Coffland said the intent is for the county to hire a person who will work for Belmont County Sanitary Sewer District (BCSSD) and have them do the engineering and mapping to determine where the waterline is to go. In order to apply for the BCSSD's Development Fund program to get free pipe and supplies from the county, requirements need to be met. The customer needs to supply an engineer's design so it can be mapped into the county's system. If the customer buys their own materials, they can have the line put in themselves, maintain it for one year and then turn it over to the BCSSD. Mr. Thomas explained that Development Fund projects through BCSSD are usually done by private individuals hiring their own engineer. The engineer designs the projects and consults with BCSSD to make sure it complies with their specifications. The county then donates the pipe and the project is built. If the seven households hire an engineer on their own to design the system, it will go a lot faster. Mr. Coffland said that is how it has been done on every other road in Mead Township that has water. The families came together, paid for it themselves, and then turned it over to the county.

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment, compensation and promotion of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:25 A.M.**

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

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

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

**IN THE MATTER OF APPROVING THE HIRING OF CINDY TIRPAK
AS A FULL-TIME HOUSEKEEPING/ MAINTENANCE EMPLOYEE
FOR THE BUILDINGS & GROUNDS DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Cindy Tirpak as a full-time housekeeping/maintenance employee for the Belmont County Buildings & Grounds Dept. at the rate of \$ 9.05 per hour beginning August 25, 2014, based upon the recommendation of Jack Regis, Belmont County Buildings and Grounds/Facilities Manager.

Note: This is to fill a vacancy due to a resignation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE DIRECTOR OF
BCSSD TO OFFER EMPLOYMENT FOR THE POSITION OF
CERTIFIED WATER PLANT OPERATOR I**

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Director of Belmont County Sanitary Sewer District to offer employment for the position of Certified Water Plant Operator I.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
A PORTION OF HIGH VIEW STREET
IN HOMELAND MANOR
PEASE TWP. SEC. 6, T-6, R-3/RD IMP 1123**

Office of County Commissioners
Belmont County, Ohio

A Public Road

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 20th day of August, 2014, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

RESOLUTION – ORDER TO CLOSE ROAD
Sec. 5553.10 R.C

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, at least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, no person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be ¹vacated, as ordered heretofore, made on journal of the date of August 6, 2014, and a copy of this resolution be forwarded to the Pease Township Trustees.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mr. Thomas _____, Yes
Mr. Coffland _____, Yes
Mrs. Favede _____, Yes

Adopted the 20th day of August, 2014

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

**IN THE MATTER OF THE VACATION OF
A PORTION OF WASHINGTON TOWNSHIP
ROAD T-122/WASHINGTON TWP. SEC. 8, T-5, R-4/RD IMP 1124**

Office of County Commissioners
Belmont County, Ohio

A Public Road

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 20th day of August, 2014, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

RESOLUTION – ORDER TO CLOSE ROAD
Sec. 5553.10 R.C

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, at least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, no person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be ¹vacated, as ordered heretofore, made on journal of the date of August 6, 2014, and a copy of this resolution be forwarded to the Washington Township Trustees.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote was as follows:

Mr. Thomas _____, Yes
Mr. Coffland _____, Yes
Mrs. Favede _____, Yes

Adopted the 20th day of August, 2014

August 20, 2014

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

**RECONVENED THURSDAY, AUGUST 21, 2014 AT 10:20 A.M. PRESENT: COMMISSIONERS COFFLAND AND FAVEDE.
ABSENT: COMMISSIONER THOMAS.**

NO FURTHER BUSINESS.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:20 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 10:20 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 27th day of August, 2014.

COUNTY COMMISSIONERS

We, Matt Coffland 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