

St. Clairsville, Ohio

August 28, 2013

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 Ms. 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-CMRS-FP	Postage machine postage/General Fund	25,000.00
A-Comcast	Internet-Recorder/General Fund	86.68
A-John Morgan	Coroner's tire replacement/General Fund	153.05
A-McGhee Office Supply	Replacement stamp-Kathy Kelich-Treasurer/General Fund	892.75
A-McGhee Office Supply	Supplies-Treasurer/General Fund	94.78
A-MOS	Printer cartridges-Treasurer/General Fund	115.50
E-AP Wireless Investments, LLC	SubLease Agreement/911 Wireless Fund	660.00
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	374.68
P-Software Solutions, Inc.	Equipment/BCSSD Funds	850.00
P-Zep Manufacturing Co.	Supplies/BCSSD Funds	166.39
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	962.50
S-Cardmember Service	Supplies, food & activities/Oakview Juvenile Residential Center Fund	195.57
S-MOS	Drum unit for printer/Northern Ct. General Special Projects Fund	176.70
S-PNC Bank	Visa/District Detention Home Fund	234.11
S-Suzanne Campbell	Nursing services/Oakview Juvenile Residential Center Fund	987.00
S-Wal-Mart Community	Supplies & food/District Detention Home Fund	2,188.38
S-Wal-Mart Community	Supplies & food/Oakview Juvenile Residential Center Fund	545.19
Y-Health Plan PPO	August Hospitalization Insurance/Employer's Share Holding Account	386,239.80

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 28, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$43,977.68
A-GENERAL/AUDITOR	\$2,762.36
A-GENERAL/COMMON PLEAS COURT	\$1,183.78
A-GENERAL/CORONER	\$5,079.50
A-GENERAL/JUVENILE COURT	\$360.42
A-GENERAL/PROBATE COURT	\$179.00
A-GENERAL/SHERIFF	\$3,160.63
A-GENERAL/911	\$3,296.76
B-Dog Kennel	\$79.45
H-Job & Family, CSEA	\$2,190.18
H-Job & Family, Public Assistance	\$25,935.95
H-Job & Family, WIA	\$92,114.99; \$86.00
J-Real Estate Assessment	\$1,475.00
K-Engineer MVGT	\$1,289.34; \$14,450.45
M-Juvenile Ct.-Intake Coordinator	\$94.25
M-Juvenile Ct.-Placement Services	\$30,700.00
M-Juvenile Ct.-Placement II	\$300.00
M-Juvenile Ct.-Title IV-E Reimb.	\$790.35
M-Juvenile Ct.-Truant Officer Grant	\$933.30
N-Courthouse Bldg. Repairs	\$86.50
P-Oakview Admn Bldg.	\$181.79
P-Sanitary Sewer District	\$2,495.70; \$16,460.68; \$19,045.09; \$1,307.28
S-Common Pleas Ct. – General Special Projects	\$12,283.20
S-District Detention Home	\$1,380.76
S-Job & Family, Children Services	\$802.72
S-Job & Family, Senior Programs	\$8,913.54; \$7,623.54; \$23,960.39
S-Juvenile Court Computer Fund	\$79.90
S-Oakview Juvenile Residential Center	\$1,688.88
S-Probate Court Computer Fund	\$273.98
S-Sheriff Commissary	\$721.75
T-Sanitary Sewer District	\$369.66

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfers within the following funds:

FUND FOR THE GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A10.000 Professional Services	E-0257-A015-A15.074 Transfers Out	\$45,000.00
E-0051-A001-A29.000 Bel-O-Mar	E-0051-A001-A03.010 Supplies	\$ 26.25
E-0051-A001-A34.000 CCAO	E-0051-A001-A03.010 Supplies	\$ 4.00

BELMONT CO. RECORDER/GENERAL FUND

FROM	TO	AMOUNT
E-0121-A006-B07.000 Documents	E-0121-A006-B09.003 PERS	\$10,000.00

FUND FOR THE DOG AND KENNEL FUND/B00

FROM	TO	AMOUNT
E-1600-B000-B02.002 Salaries-Employees	E-1600-B000-B13.006 Hospitalization Exp.	\$1,404.41

This transfer is being made to eliminate a negative balance before month's end. Additional appropriations will be made in September.

BELMONT CO. ENGINEER/MOTOR VEHICLE & GASOLINE TAX FUND K00

FROM	TO	AMOUNT
E-2812-K000-K11.002 Labor	E-2812-K000-K13.012 Equipment	\$23,450.00
E-2812-K000-K12.000 Materials	E-2812-K000-K13.012 Equipment	\$20,000.00
E-2812-K000-K15.011 Contract Services	E-2812-K000-K13.012 Equipment	\$6,550.00

BELMONT CO. ENGINEER/MVGT BRIDGES & CULVERTS FUND K00

FROM	TO	AMOUNT
E-2813-K000-K37.000 Other Expenses	E-2813-K000-K40.074 Transfer Out	\$116,447.50

BELMONT CO. SSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3702-P005-P17.002 Salaries	E-3702-P005-P34.074 Transfers Out	\$45,000.00
E-3704-P051-P15.000 Other Expenses	E-3704-P051-P05.000 Materials	\$2,000.00
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P05.000 Materials	\$2,000.00
E-3706-P055-P01.002 Salaries	E-3706-P055-P07.011 Contract Services	\$1,000.00

BELMONT CO. PROSECUTOR/VICTIM'S ASSISTANCE FUND W80

FROM	TO	AMOUNT
E-1511-W080-P03.000 Travel	E-1511-W080-P04.000 Other Expenses	\$27.75

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mrs. Favede seconded by Mr. Probst to approve the following transfers between the following funds:

THE BEMONT COUNTY GENERAL FUND AND THE N29 CAPITAL PROJECTS-FACILITIES FUND

FROM	TO	AMOUNT
<i>General Fund</i>	<i>N29 Capital Projects-Facilities Fund</i>	
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$211,151.77

BEMONT COUNTY GENERAL FUND AND THE OHIO VALLEY MALL LIFT STATION UPGRADE FUND -N80

FROM	TO	AMOUNT
<i>A00 General Fund</i>	<i>N80 OVM Lift Station Upgrade Fund</i>	
E-0257-A015-A15.074 Transfers Out	R-9080-N080-N05.574 Transfers In	\$245,000.00

BEMONT COUNTY ENGINEER/MOTOR VEHICLE & GAS TAX FUND K00 AND THE BOND RETIREMENT FUND O39

FROM	TO	AMOUNT
<i>K00 Motor Vehicle & Gasoline Tax</i>	<i>O39 Bond Retirement</i>	
E-2813-K000-K40.074 Transfer Out	E-9218-OO39-O05.574 Transfer In	\$116,447.50

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to execute payment of Then and Now Certification dated August 28, 2013, 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:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

BCDJFS – Linda Kinter to travel to Marysville, OH, on Aug. 26-27, 2013 to attend New Integrated Medicaid System meeting. Estimated expenses: \$309.62

COMMISSIONERS – Ginny Favede to travel to Santa Fe, New Mexico, on Oct. 9-10, 2013, to attend NACO County Leader Retreat for Shale Energy Solutions.

ELECTION BOARD – Staff to travel to Lancaster, OH, on Aug. 27, 2013 to attend a Campaign Finance Seminar at the Fairfield County Board of Elections.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Ronald DeNoon said he owns a few acres on Captina Creek and told of the problems he is having with people near his property using drugs, drug trafficking, dumping illegally and shooting guns. He has reported this activity to the Sheriff's Department several times. Mr. DeNoon said he is going to see if the state will put up guardrails so people do not have access to his property. He wants the Sheriff and County to back him on getting guardrails. Mr. Coffland said a guardrail is to protect the motoring public. It would be hard to get it to protect property as this is what he has been told by ODOT in the past. Mr. Coffland said we could bring this to ODOT's attention. Mr. Probst said we had the same situation about 10 years ago regarding 4-wheelers and possible drugs and illegal dumping. We pulled together the State Patrol, the Sheriff's Department and local police and they operated a sting in that area. He said maybe we could again approach those law enforcement agencies and see if they would be willing to step up once again. If the landowners complain and file the proper paperwork to prosecute, we can ask them to do what they can to take care of this problem. Mr. DeNoon's address is 51599 E. Captina Highway, Jacobsburg, OH.

A resident of Orchard Drive in Wolfhurst, complained about a house two doors down that has raccoons, snakes, high grass and guns. The address is 68322 Orchard Avenue. They want the grass cut and billed to the property owner. Mrs. Favede asked if they had spoken with their Township Trustee, Mike Bianconi, who also was present at today's meeting. The resident said they had and also called Mr. Becca. Mr. Becca advised them to call the Health Department. They did, and they received a letter stating there wasn't anything they could do. It would be up to the Trustees. The home is vacant, but the property owner gets their mail there. Mr. Coffland had received a call on this from Mr. Flowers and he did go look at the property. Mr. Coffland contacted the owner, Beth Fairbanks of St. Clairsville. She was told of the neighbors complaints and asked if she could clean it up. She said she is unable to do it herself and cannot afford to have someone clean it up. Mr. Probst asked what was the property owner's intent. A resident advised it has been sitting vacant for 35 years. Mrs. Favede said she was going to check through the Auditor's Office to see if real estate taxes have been paid. Mrs. Favede explained this is a common issue and they are not being given the run around. Unfortunately sometimes there are just no laws that are there to be enforced. The City of St. Clairsville is one of the few that actually has a zoning ordinance which allows you to force someone to have grass mowed, billing, and have it attached as a lien on their property. Without zoning ordinances in the townships, they don't have that ability. Pultney Township Trustee Frank Shaffer was also present agreed this is a common problem throughout the whole county. He stated under the statute they have rights as a township government to either tear down or clean up dilapidated structures. The problem is that it comes out of their General Fund. If that money is spent, there is none left for snow removal and pothole patching. With the budget cuts they have faced from the state, there is no money to do this. There is a right to take action, but no funding to back it up. A resident asked if they couldn't charge the property owner. Mr. Shaffer explained it does go back onto the property owner's taxes. No one gets the funding until the property gets sold. It may take 20 years down the road to collect. Former Pease Township Trustee Mike Bianconi said they have written to the three property owners, one who lives in Connecticut. The township has no money as they have had to shut the street lights off. It costs approximately \$10,000.00 to tear down a property. The township cannot afford this. Mrs. Favede checked with the Auditor and advised the taxes are current on this property. Mr. Coffland noted this is a Township issue and he provided Ohio Revised Code §505.87. Mrs. Favede asked Mike Bianconi to have Trustee Becca make contact. Mr. Probst asked if there was electricity going to the home. A resident said that there was. Mr. Probst then asked the Township to send a Fire Prevention Officer to check out the home since it is unoccupied and there are certain things that they can do since this is a safety hazard.

IN THE MATTER OF APPROVING THE ALLOCATION OF MONIES TO WHEELING HEALTH RIGHT FOR FY 2013

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the allocation of \$25,000.00 to Wheeling Health Right for Fiscal Year 2013 for the provision of health care services and medication for low-income, uninsured residents.

Note: Wheeling Health Right provides services to over 3500 Belmont County residents.

DISCUSSION HELD –Mrs. Favede said Kathie Brown and John Saunders of Wheeling Health Right were asked to attend today's meeting. The county invests in Wheeling Health Right on an annual basis. Mr. Probst said this has been very important to the Commission for years to be able to give monies to help our less fortunate residents. This is for people who have fallen through the cracks and have trouble getting health care. He said he can't tell how many times the board has been approached about how good this program is in Belmont County. He said we are happy to do it and to continue doing this. Mr. Probst and Mr. Coffland thanked Wheeling Health Right for all that they do. Mr. Coffland said this is for those who work every day and try to pay their way and there is no health insurance for them. Mr. Saunders thanked the board and said this is for the working poor; those that work and cannot afford health care. He promised the money will be used wisely. Ms. Brown said on behalf of the patients, they are the ones who really, really need this. It is not a handout. It is so important to these 3500 people. She said even with the Affordable Care Act coming in, she sees them being busier than ever. There are not enough providers in this area. Every penny that the board gives them is used for patients. There is no administrative money in that at all. Mrs. Favede said the board appreciates this partnership so they can turn to them when someone, especially a child is in need. Ms. Brown noted they have 150 physicians right now that provide services. They donate their care. All seven (7) hospitals within the area provide care. She said it a team effort.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:40 A.M.

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:55 A.M.**

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

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

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

**IN THE MATTER OF AUTHORIZING THE BELMONT COUNTY SANITARY
SEWER DISTRICT TO ADVERTISE FOR FOUR POSITIONS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Belmont County Sanitary Sewer District to advertise for the following four positions based upon the recommendation of Mark Esposito, Director:

- o Water Treatment Plant Operator Class 1, 2 or 3. Must have Ohio EPA Certification
- o Meter Reader for Water Distribution Dept.
- o Utility Worker for Water Distribution Dept.
- o Collection System Operator for Sewer Dept.

DISCUSSION HELD – Mrs. Favede noted for the record that this department is growing and gave the following explanation: She said Mr. Esposito’s department is one of the most affected in Belmont County, other than our roads, by the oil and gas industry. Mr. Esposito put together a 2 page document of all the increased work, needs, demands, and projects on his department to run the County Sanitary Sewer Department, but simultaneously envelop the burgeoning growth. A lot of this is requiring sanitary sewer. We have a Mall growth area with a proposed three hotels on one side and a couple of restaurants. The existing sanitary sewer system cannot withstand the additional growth. That is why you saw us two weeks ago invest in an upgrade to that particular system. This is in addition to his regular duties. There are hotels developing all over the county and every time one goes in, water and sewer is affected. We also have a need for water supply for fracking. This is a completely new category of effort for him. The companies themselves are finding they have a need to invest in water and sewer projects so that they can utilize the waterlines for their own benefit and that will become a part of the Belmont County infrastructure after they move on. You are seeing a need for more workers because the demands on his department are overwhelming.

Upon roll call the vote was as follows:

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

**Mayor Robert Thomas and Brookside Council members
Re: Grant-National Road Project**

Mrs. Favede said she also asked Belmont County Tourism Director Doc Householder to be here since the topic was a National Road Project and they are big supporters of particular projects that go on National Road, to see if there was any way that they could help financially with this project. Councilman Robert Weaver gave the following information: The total project will cost \$626,120.00. Brookside’s share (20%) is \$102,340.00. As of right now their State Highway Fund has \$18,000.00. The project should be completed in early 2015. By then they will probably have \$20,000.00. They are looking for funding help through CDBG or whatever else is available. Mayor Thomas advised they have contacted OMEGA and they are putting in for a grant through OPWC for \$102,000.00. He contacted them and they said that if the County Commissioners would put up anything for this project that that would be deducted from the \$102,000.00. Engineer Fred Bennett noted that sidewalks and steps are not eligible under OPWC. Mr. Coffland said the check with ODOT for a Federal Highway Enhancement Grant. Mrs. Favede asked when was the last time they received CDBG funds? The Mayor said he thought it was in 2002. Mr. Probst said it was 2008. Mrs. Favede said they may be eligible because the way we do CDBG funds in by taking turns. The Mayor said the State Highway Department stated if they could not come up with the \$102,000.00, the project wouldn’t be worth it. Mr. Weaver said the \$626,000.00 includes sidewalks, curbs and paving. The project will start in Blaine and come all the way to Brookside. Mrs. Favede said the reason she asked Doc Householder to attend is because it is National Road and that is part of Belmont County Tourism. She asked him to have a separate conversation with the Mayor and take it back to his board to see if they would be willing to invest in this. She would like to see this piece of history preserved and promoted. Mr. Probst asked for a copy of all applications submitted for the board to review. Doc said he will put this on the agenda for their next meeting. He would like them to attend and make a presentation. Mr. Coffland noted that Issue II is so competitive. It comes down to if all else fails, they need \$102,000.00 and where do we look for that. Mr. Probst concluded by stating the board would continue to look into this matter.

OPEN PUBLIC FORUM (continued) – Fred Maggard and John Henthorne returned to today’s meeting regarding the drainage issue and need for a guardrail in Barton at Co. Rd. 10 and Farmington Road that they spoke of at a prior meeting. Mr. Probst brought Engineer Fred Bennett up to date on this. Mr. Bennett said will go and view the area. Mr. Henthorne again brought up an abandoned vehicle on the roadway. Mr. Maggard said he has talked to the Sheriff’s Department and was advised to have Township Trustee Jeff Gazdik call and then the Sheriff could take care of it. Mr. Maggard said the Trustees won’t respond. Mr. Coffland said all the board could do is make a request. He said, “We do not have authority over the trustees.” He suggested they all attend a Township meeting since this is in their jurisdiction.

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Sheriff Dave Lucas, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and compensation of a public employee.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:00 P.M.**

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

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

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

**IN THE MATTER OF AUTHORIZING THE SHERIFF TO HIRE
4 FULL-TIME CONTROL EMPLOYEES AND 2 FULL-TIME CIVIL STAFF**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Belmont County Sheriff to hire four full-time control employees and two full-time civil staff at the rate of \$12.18 per hour.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: SHERIFF'S DEPT. HIRING – Sheriff Lucas stated since the gas and oil activity has come into the county, there has been a big influx of people, equipment and businesses. There are increased issues related to this. Last year the jail averaged 84 inmates a day and now they are averaging 120 inmates a day. This causes stress on the manpower in the jail and it has been hard to control overtime. These extra civil people will allow for a deputy on the floor in the jail and help eliminate issues and problems in the jail. He thanked the board for understanding his situation and looking at the numbers and stats from last year to this year and helping with this situation. This will allow for 24/7 coverage again in the jail office. The Sheriff said the people of Belmont County will benefit from this.

OPEN PUBLIC FORUM – Richard Hord asked if there will still be a Sheriff Substation in the Ohio Valley Mall. Sheriff Lucas said the lease agreement was reviewed by our legal department and it has been returned to the mall's legal department with some changes for their review, but will happen soon. It is hoped all will be in place before the holiday season.

The search for a Senior Service Coordinator is nearing a close. It is hoped to have this person in place soon. Mrs. Favede clarified the Senior Program will not be under the Commissioners, but will be a separate county department, isolated of itself, run by county government, like for example: EMA, 911, and the Sheriff's Department.

Mr. Probst inquired as to the status of the Flushing property purchase for the senior center. He said now is the time to move whatever legally we can do. Mrs. Favede said she worked on that yesterday. The Assistant Prosecutor has advised that the owner of the property, Mrs. Sharon Barto, needs to have a proposed deed prepared. When it is prepared and before she signs it, the attorney needs to fax it to our legal counsel. He will sign off on it and send it back to her attorney for her signature. She will bring it here and at that point we can have a meeting and a closing. Mrs. Barto has an appointment with her attorney next Friday. Mr. Coffland said Mrs. Barto has been trying to get her title cleaned up for the past three months. The title had come back with a lot of liens on it that she was not aware of. Mrs. Favede said she verified that she was not reimbursed by the insurance company for the cost of cleaning up that particular property. The proposed agreed price is \$15,000.00. Mr. Probst said he wanted to make sure we are not overlooking anything so we can move forward.

**IN THE MATTER OF ENTERING A ROADWAY USE AND
MAINTENANCE AGREEMENT FOR DRILLING PROJECTS
AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corporation for the use of 3.1 miles of County Road 128 (Boston Road) for the purpose of ingress and egress for drilling activity at the Slope Creek III-Wesley site.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Gulfport Energy Corporation, whose address is 14313 N. May, Suite 100, Oklahoma City, OK 73134 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Somerset Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the **Slope Creek III – Wesley site**, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the **Slope Creek III – Wesley site** (hereafter collectively referred to as "oil and gas development site") located in Somerset Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 3.1 miles of CR 128 ("Boston Road") for the purpose of ingress to and egress from the **Slope Creek III – Wesley site**, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the **Slope Creek III – Wesley site** (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR (128 "Boston Road") , to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of CR 128 & State Hwy 379, then south approximately 3.1 miles to the intersection of CR 128 & TR 21 . It is understood and agreed that the Operator shall not utilize any of the remainder of CR 128 for any of its Drilling Activities hereunder.
2. The portion of CR/TR (), to be utilized by Operator hereunder, is that exclusive portion beginning at (the intersection of CR/TR ending at the oil and gas development site) wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR () for any of its Drilling Activities hereunder.
3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a

commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$0 & 00/100 DOLLARS (\$0 .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on August 28 , 2013.

Executed in duplicate on the dates set forth below.

Authority

By: *Ginny Favede /s/*

Operator

By: *James D. Palm /s/*

Commissioner/Trustee

By: *Matt Coffland /s/*

Printed name: James D. Palm

Commissioner/Trustee

By: *Charles R. Probst, Jr. /s/*

Company Name: Gulfport Energy Corporation

Commissioner/Trustee

By: *Fred F. Bennett /s/*

Title: CEO

County Engineer

Dated: 8/28/13

Dated: 8/9/13

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.

- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.
- 8) The bond for CR 128 "Boston Road" for the Slope Creek – Stutzman site on Rock River Road (Bond No. RLB0014770) shall remain in place for this road use maintenance agreement.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc. and damages caused by any and all acts of God.

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include – etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT NO. 18013
WITH MICHAEL BAKER, JR./MALL BANFIELD TRAFFIC
SIGNAL REPLACEMENT PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into Agreement No. 18013 with Michael Baker Jr., Inc. in an amount not to exceed \$9,980.00 for construction inspection, construction administration and testing as authorize by the County for the Mall/Banfield traffic signal replacement project, PID 88326.

Note: This agreement is 100% federally funded.

**BELMONT COUNTY, OHIO
AGREEMENT NO. 18013**

This Agreement No. 18013 entered into this 28th day of August, 2013, by and between the Belmont County Board of Commissioners, hereinafter referred to as the County, and Michael Baker, Jr., Inc., hereinafter referred to as the Consultant, with an office located at 1228 Euclid Avenue, Suite 1050, Cleveland, Ohio 44115.

WITNESSETH:

That the County and the Consultant, for the mutual consideration herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I – WORK DESCRIPTION

The Consultant agrees to perform Construction Inspection and keeping of records and documents, Construction Administration and Testing as may be authorized by the County for the traffic signal replacement project in Belmont County, Ohio, identified as BEL Mall/Banfield Signal PID 88326.

CLAUSE II – INVOICE & PROJECT SCHEDULE

The County and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III – PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part I: Construction Inspection

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed Nine Thousand Nine Hundred Eight dollars (\$9,980.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
Michael Baker, Jr., Inc.	Project Manager	\$138.00	\$138.00
	Construction Engineer	\$ 79.00	\$ 79.00
	Inspector	\$ 64.00	\$ 92.00

Prime Compensation, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

CLAUSE IV – INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition".
- (b) The Department of Transportation's Locally Administered Transportation Projects Manual of Procedures, LPA Construction Administration Chapter and appendices.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V – GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature(s) of the County.

Michael Baker, Jr., Inc.
By: Stephen T. (?) /s/
Title: Asst. Vice President
Belmont County Board of Commissioners

Ginny Favede /s/
Commissioner
Matt Coffland /s/
Commissioner
Charles R. Probst, Jr. /s/
Commissioner

APPROVED AS TO FORM:

By: David K. Liberati /s/

Title: Assistant Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF REJECTING THE ONLY BID RECEIVED FOR ENGINEER'S PROJECT 13-4 BEL-4-6.51 SAND HILL BRIDGE REPLACEMENT

Motion made by Mrs. Favede, seconded by Mr. Coffland to reject the bid received on August 14, 2013, from Ohio-West Virginia Excavating Co., (the only bidder) in the amount of \$798,153.00 for the Belmont County Engineer's Project 13-4 BEL-4-6.51 Sand Hill Bridge Replacement pursuant to Ohio Revised Code (ORC) 5555.61. Per the ORC, no contract shall be awarded at a price more than 10% in excess of the estimated cost and the Engineer's estimate was \$650,000.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE ANNUAL MOTOROLA SERVICES MAINTENANCE AGREEMENT

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize Commission President Ginny Favede to sign the annual Motorola Services/Maintenance Agreement in the amount of \$ 147,280.80 effective October 1, 2013 through September 30, 2014 for the Belmont County 911 800 MHz infrastructure.

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING A SUBORDINATION OF MORTGAGE REQUEST FOR PROPERTY OWNED BY DANA J. CONAWAY/BELOMAR

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign the subordination of mortgage in the amount of \$40,720.00 in regard to property owned by Dana J. Conaway, 56971 Ferry View Rd., Martins Ferry, based upon the recommendation of Belomar Regional Council.

Note: The County holds a lien on the property through a past CHIP grant and Ms. Conaway is refinancing

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that Ohio Valley Community Credit Union, 52775 Boston Hill Road, Clarington, OH 43915, shall loan the sum of **\$40,720.00** to **Dana J. Conaway**, single, of 56971 Ferry View Road, Martins Ferry, Ohio, upon the security of a mortgage recorded in Official Record Volume _____, Pages _____, upon the following real property:

See Attached Exhibit A.

The undersigned, Ginny Favede, Charles R. Probst, Jr., and Matt Coffland, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said Ohio Valley Community Credit Union, 52775 Boston Hill Road, Clarington, OH 43915, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of mortgages thereon, dated June 9, 2010, executed and delivered to the Belmont County Recorder, by said **Dana J. Conaway**, and recorded in Volume 0230, at Pages 924-926, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages Ohio Valley Community Credit Union, is now the owner and holder.

Ginny Favede, Charles R. Probst, Jr., and Matt Coffland, Belmont County Commissioners, have caused their names to be subscribed hereto this _____ 28th _____ day of _____ AUGUST _____, 2013.

Belmont County Commissioners:
By: Ginny Favede /s/
Ginny Favede
Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.
Matt Coffland /s/
Matt Coffland

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING A SALARY ADJUSTMENT FOR BRIAN WARE/BCSSD EMPLOYEE

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve a \$.50 per hour salary adjustment for Belmont County Sanitary Sewer District employee Brian Ware, effective August 22, 2013 based upon the recommendation of Mark Esposito, Director; Mr. Ware has met all the requirements and will be reclassified from a Utility Worker I to a Utility Worker II per the department's Job Classification Handbook.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DECLARING 2014 DOG LICENSE FEES –
1 YR., 3 YR., AND PERMANENT LICENSE FEES FOR BELMONT COUNTY**

**IN THE MATTER OF DECLARING 2014 DOG LICENSE FEES – 1 YR., 3 YR., AND
PERMANENT LICENSE FEES FOR BELMONT COUNTY**

Whereas: Ohio House Bill 59 (Budget Bill) amended Sections 955.01, 955.05, 955.06, 955.07, 955.08, and 955.09 of the Revised Code regarding establishment of mandated options for dog registration for a 1 year dog license or 3 year dog license or permanent dog license effective December 1, 2013; and,
Whereas: Ohio House Bill 59 amended Section 955.14 (C) of the Revised Code regarding the fee amounts payable to the College of Veterinary Medicine for the Ohio State University for each dog and kennel registration; and,
Whereas: Ohio House Bill 59 amended Section 955.14 (A) of the Revised Code regarding an established ratio for dog registration fees to \$2.00 for each year of dog registration, and \$20 for a permanent dog registration, which is not transferable; and,
Whereas: The Belmont County Auditor is now required to annually administer a multi-option dog owner registration fee system effective December 1, 2013 beginning with the 2014 dog license renewal and purchase period; and
Whereas: The Belmont County Dog Warden agency is also available to assist in processing multi-year dog registrations; NOW, THEREFORE,

BE IT RESOLVED by the Board of County Commissioners, County of Belmont, State of Ohio:

That we do hereby authorize the Belmont County Auditor to receive dog license fees for the year 2014 in accordance with Ohio House Bill 59 and subsequent payment to OSU College of Veterinary Medicine.

1 Year Dog License Fees	\$12.00 per dog per ORC 955.14, \$14.00 late fee penalty per ORC 955.05
3 Year Dog License Fees	\$36.00 per dog per ORC 955.14
Permanent Dog License Fees	\$120.00 per dog per ORC 955.14
Kennel Fee	\$60.00 per ORC 955.14
OSU College of Veterinary Medicine	.10 cents-1 Yr., .30 cents-3 Yr., \$1.00-Permanent per ORC 955.14

Motion made by Commissioner Favede, seconded by Commissioner Coffland that the resolution be adopted and upon roll call the vote was as follows:

YEAS: Mrs. Favede * Mr. Coffland *

NAYS: * *

ABSTAIN: Charles R. Probst, Jr.

Adopted: August 28, 2013

Commissioner Ginny Favede /s/
Ginny Favede, President

Commissioner Matt Coffland /s/
Matt Coffland, Vice-President

Commissioner _____
Charles R. Probst, Jr.

CC: Auditor FILE
Asst. Prosecutor
Dog Warden

**IN THE MATTER OF LIQUOR PERMIT FOR DEROSA DEVELOPMENT LLC, DBA
CHAPZ BAR AND GRILL, UNION TOWNSHIP, BELMONT, OHIO**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a liquor permit #0016803 from ABBECA LLC, DBA Chapz Bar & Grill, 42478 National Rd. & basement and patio, Union Twp, Belmont, OH 43718 to Derosa Development LLC, DBA Chapz Bar and Grill, permit #2087856 (same address). There have been no objections received and the Board of County Commissioners has no objections to the permit.

Note: D5 - Spirituous liquor for on premises consumption only, beer and wine for on premises, or off premises in original sealed containers, until 2:30am.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOURLY RATE ADJUSTMENT FOR MARK ESPOSITO, DIRECTOR,
BELMONT COUNTY SANITARY SEWER DISTRICT**

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

RESOLUTION

WHEREAS, the Ohio Revised Code empowers the Belmont County Board of Commissioners to establish compensation and set benefit levels for the unclassified position of the Sanitary Sewer District Director; and,

WHEREAS, the District oversees all operations of county sanitary sewer and water systems, thereby incurring significant management and executive responsibilities which has led to increased workload and assignments with the arrival of the oil and gas industry; and

WHEREAS, Mark Esposito, Director, has been assigned additional responsibilities beyond his current duties including addressing water needs for drilling and fracking purposes, additional water and sewer projects to accommodate tourism, economic development and expansion as well as improvements to existing county water and sewer lines for the demanding needs of the burgeoning oil and gas industry;

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant a base pay adjustment of \$ 1.50 per hour retroactive to February 1, 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:25 P.M.

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

Upon roll call the vote was as follows:

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

Note: Commissioner Coffland left meeting during executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION

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

Upon roll call the vote was as follows:

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

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

THE BOARD WILL RECONVENE THURSDAY, AUGUST 29, 2013 AT 10:00 A.M.

RECONVENED THURSDAY, AUGUST 28, 2013, AT 11:00 A.M. , WITH ALL COMMISSIONERS PRESENT.

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 meeting of July 17, 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE MEMORANDUM OF UNDERSTANDING WITH THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), COUNCIL 8

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize Commission President to sign the Memorandum of Understanding with the American Federation of State, County and Municipal Employees (AFSCME), Council 8, **Regarding Appointment Maintenance Classification Vacancy that Was/Is Still Temporarily Filled as of August 28, 2013.**

MEMORANDUM OF UNDERSTANDING

Regarding Appointment Maintenance Classification Vacancy that Was/Is Still Temporarily Filled as of August 28, 2013

**American Federation of State, County and Municipal Employees, Council 8
Belmont County Commissioners re Building and Grounds Department**

This Memorandum of Understanding is entered as of the 28th day of August, 2013 between the American Federation of State, County and Municipal Employees Council 8 (“Union”) and the Belmont County Commissioners (“Commissioners”).

Considering that the Commissioners appointed a temporary employee to a position in the Maintenance classification while the permanent employee was on leave for a disability; and

Considering the parties now know that the permanent employee is not coming back due to approval of his disability retirement;

the Union and Commissioners agree on a non-precedential basis that the posting of the position within 75 days of the temporary employee having been appointed satisfies the first sentence of Section 16.03; and

the Commissioners may continue to employ the temporary employee in the position as a temporary employee while the posting and selection process is completed or the Commissioners decide to cancel the posting per Section 16.05; and

if the Commissioners cancel the posting, the temporary appointment will be removed from the position without appeal; however

if the temporary employee is selected for the position as a result of the posting and selection process, he may continue in the position, but subject to the probationary period in Section 15.01; and

if another person is selected for the position as a result of the posting and selection process, the temporary employee may be removed without appeal (see Section 16.030, and

otherwise, unless and until the temporary employee is appointed as a result of the posting and selection process, the other reasons the Commissioners may remove him without appeal still apply.

Cindy Michael /s/ 8-28-13
Union Representative Date

Ginny Favede /s/ 8-29-13
Commissioners Representative Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE COMMISSIONERS TO SUBMIT AN APPLICATION TO THE OHIO SECRETARY OF STATE TO USE FICTITIOUS NAME OF SENIOR SERVICES OF BELMONT COUNTY (FOR RENDERING SENIOR SERVICES)

Motion made by Mrs. Favede, seconded by Mr. Probst to authorize Belmont County Commissioners to submit application to Ohio Secretary of State to use fictitious name of Senior Services of Belmont County (for rendering senior services).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT
TO SIGN AND SUBMIT THE APPLICATION OF THE BELMONT COUNTY COMMISSIONERS,
DBA SENIOR SERVICES OF BELMONT COUNTY, TO AREA AGENCY ON AGING,
REGION 9, INC., TO BE A SERVICE PROVIDER FOR 2014-2015**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve and authorize Commission President Ginny Favede to sign and submit the application of the Belmont County Commissioners, DBA Senior Services of Belmont County, to the Area Agency on Aging, Region 9, Inc., to be a service provider for 2014-2015.

Upon roll call the vote was as follows:

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

RECONVENED, AUGUST 30, 2013.

Present: Commissioners Favede and Coffland. Absent: Commissioner Probst.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:15 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 9:15 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of September, 2013.

_____ COUNTY COMMISSIONERS

We, Ginny Favede 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