

St. Clairsville, Ohio

December 11, 2013

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-A-1 Service	Van maintenance-Coroner/General Fund	761.25
A-AT&T	Fax line-Magistrate/General Fund	87.78
A-Belmont Co. Veterans Service Commission	4 th Quarter salaries/General Fund	5,025.00
A-BP	Gasoline-Coroner/General Fund	170.87
A-Cardmember Services	Misc. travel expenses-Matt Coffland/General Fund	322.19
A-CDW Government	APC replacement batteries/EMA/General Fund	667.80
A-CAN/Surety	Bond-Recorder/General Fund	100.00
A-Comcast	Internet-Recorder/General Fund	86.68
A-Crystal Springs	Water-Recorder/General Fund	96.92
A-Digital Data Communications, Inc.	Computer purchase-Common Pleas Court/General Fund	2,736.60
A-Kristi Lipscomb	Transcript/General Fund	1,966.50
A-Licking Co. Coroner's Office	Autopsies-Coroner/General Fund	1,075.00
A&N-Lowe's	Supplies/General and Judge Fregiato Remodel Funds	1,423.80
A-MOS Office Systems	Printer cartridges-Treasurer/General Fund	188.25
A-Quill	Supplies-Adult Probation/General Fund	40.99
A-Redwood Toxicology	Drug testing/General Fund	1,645.52
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	211.86
A-Staples	Supplies-Public Defender/General Fund	45.45
A-Staples	Supplies-Public Defender/General Fund	83.51
A-Times Leader	Misc. advertising (JFS Director)/General Fund	432.52
A-Verizon Wireless	Cell plan-Adult Probation/General Fund	180.14
E-AT&T	Wireless phone/911 Wireless Fund	577.73
K-CDW-G	Supplies/Engineer MVGT Fund	364.80
K-Group Star.com	Hard drives/Engineer MVGT Fund	559.98
K-Horizon Chillicothe Tele	Internet/Engineer MVGT Fund	101.45
K-Ohio Dept. of Transportation	Environmental study/Engineer MVGT Fund	902.96
K-Shereza O'Hara	Reimburse mileage/Engineer MVGT Fund	114.30
K-Street Engineering & Survey	Professional services/Engineer MVGT Fund	8,405.00
O-Ohio Water Dev. Authority	Principal loan payment/Neffs Bond Retirement Fund	12,500.00
P-Belmont Co. Sanitary Sewer	Transfer out/SSD#2 Revenue Fund	11,822.61
P-Belmont Co. Sanitary Sewer	Transfer out/SSD#2 Revenue Fund	6,000.00
P-Classic Running Boards and Accessories	Materials/BCSSD Funds	798.00
P-W. W. System #3	Purchased water/WWS#2 Revenue Fund	130,000.00
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Guardian Protection Service	Security bill/District Detention Home Fund	34.82
S-EDC	Bank Fees/Eastern Ct. General Special Projects Fund	148.85
S-Lowe's Companies, Inc.	Supplies/District Detention Home Fund	265.85
S-OAMCCC	Membership dues/Northern Ct. General Special Projects Fund	175.00
S-Richardson Copy Concepts, Inc.	Copier bill/District Detention Home Fund	295.00
S-TSG	Computer remote & offsite backup/Eastern Div. Ct. Computer Fund	48.28
S-TSG	Data backup & vaulting/Northern Div. Ct. Computer Fund	164.64
S-TSG	Annual anti-virus & anti-malware/Northern Div. Ct. Computer Fund	324.00
S-TSG	Computer for Judge/Northern Div. Court Computer Fund	1,400.00
S-United Bank	Armory property mortgage/Port Authority Fund	1,793.62
W-Digital Data Communications	Office computer/DRETAC Treasurer's Office Fund	4,360.50
W-Digital Data Communications	Shipping on Office computer/DRETAC Treasurer's Office Fund	100.00
W-Lexis Nexis	Monthly charges/Law Library Fund	7,273.00
W-Matthew Bender & Co.	Books/Law Library Fund	679.34

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 December 11, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$45,451.59; \$3,326.72
A-GENERAL/AUDITOR	\$5,964.65
A-GENERAL/SHERIFF	\$30,507.52
A-GENERAL/911	\$4,621.09
B-Dog Kennel	\$4,143.45
H-Job & Family, CSEA	\$2,434.77; \$555.50; \$21.85; \$89,194.80; \$3,732.23
H-Job & Family, Public Assistance	\$499.57; \$7,034.19; \$31,054.83; \$52,584.19; \$855.18
H-Job & Family, WIA	\$342.80; \$14,940.16; \$41,224.28; \$12,000.00
M-Juvenile Ct. - Intake Coordinator	\$1,361.81
P-Oakview Adm Bldg.	\$122.42

P-Sanitary Sewer District \$9,210.03; \$3,636.20; \$1,812.37; \$1,582.85; 418,568.99; \$51,629.04; \$9,734.38;
 \$14,097.19; \$18,230.79; \$31,249.15; \$1,204.66; \$177.75
 S-Certificate of Title Adm Fund \$129.99
 S-District Detention Home \$3,868.14
 S-Job & Family, Children Services \$50,992.70; \$39,638.83
 S-Oakview Juvenile Residential Center \$814.35
 S-Probate Court Conduct of Business \$3,040.20
 S-Senior Program \$18,037.90; \$13,147.61; \$8,210.51; \$2,122.84; \$20,481.51; \$21,663.79; \$279.89
 T-Sanitary Sewer District \$252.83; \$204.32
 S-Sheriff Commissary \$1,463.06
 U-Sheriff Reserve Account \$939.98

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

FUND FOR THE GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers-Out	\$200,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0151-A002-F02.002 Salaries-Employees	\$ 1,200.00
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A90.002 Salaries-Nurses	\$ 2,000.00
E-0051-A001-A02.002 Salaries-Employees	E-0051-A001-A50.000 Budget Stabilization	\$40,000.00
E-0051-A001-A20.012 Equipment	E-0051-A001-A50.000 Budget Stabilization	\$ 4,557.37
E-0055-A004-B06.000 Jail Maint. & Op.	E-0051-A001-A50.000 Budget Stabilization	\$30,000.00
E-0250-A006-H05.000 Ambulance Services	E-0051-A001-A50.000 Budget Stabilization	\$ 6,500.00

BELMONT CO. TREASURER/GENERAL FUND

FROM	TO	AMOUNT
E-0141-A001-C03.010 Supplies	E-0141-A001-C04.012 Equipment	\$ 2,180.00
E-0141-A001-C07.000 Travel	E-0141-A001-C04.012 Equipment	\$ 819.97

BELMONT CO. SHERIFF/GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A07.000 Training	E-0131-A006-A03.002 Salaries-Jail	\$400.00
E-0131-A006-A09.000 Medical	E-0131-A006-A03.002 Salaries-Jail	\$1,896.15
E-0131-A006-A16.000 Other	E-0131-A006-A03.002 Salaries-Jail	\$1,394.00
E-0131-A006-A17.012 Cruisers	E-0131-A006-A03.002 Salaries-Jail	\$7,856.11
E-0131-A006-A19.000 Clothing	E-0131-A006-A03.002 Salaries-Jail	\$930.00
E-0131-A006-A03.010 Supplies	E-0131-A006-A03.002 Salaries-Jail	\$200.00
E-0131-A006-A02.002 Sal-Admin	E-0131-A006-A03.002 Salaries-Jail	\$11,000.00

BELMONT CO. ENGINEER/MVGT ROADS FUND K00

FROM	TO	AMOUNT
E-2812-K000-K15.011 Contr. Services	E-2812-K000-K19.005 Medicare	\$ 653.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUNDS

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

THE BEMONT COUNTY GENERAL FUND AND THE BCSSD/EXIT 208 SEWAGE LIFT STATION UP-GRADE FUND-N81

FROM	TO	AMOUNT
E-0257-A017-A15.074 Transfers Out	R-9081-N081-N05.574 Transfers In	\$200,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-NOVEMBER AND DECEMBER, 2013

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for November and December, 2013.

E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	4,755.68
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	17,832.22
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	25,950.45
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	4,752.52
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	1,982.06
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	2,973.08
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	1,583.12

E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	3,169.40
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	791.56
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	1,583.12
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	87,191.68
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	115,987.28
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	18,859.28
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,982.06
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	4,356.74
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	34,438.68
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	12,532.44
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	3,964.12
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	55,553.98
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	9,112.42
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,982.06
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	1,982.06
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	19,817.44
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,339.76
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	19,621.08
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	4,295.72
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	5,420.46
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	719.42
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	268.00
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	0.00
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F03.002	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	9,784.73
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	651.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	506.25
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	634.00
E-2216-F078-F01.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	3,090.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	Healthy Homes	R-9891-Y091-Y01.500	0.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	2,773.62
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	3,964.12
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,964.12
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	791.56

TOTALS**494,957.29**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS/
BELMONT COUNTY COMMON PLEAS COURT/GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 11, 2013:

E-0061-A002-B05.000 Intense Probation-Clerk of Courts \$ 6,679.53

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, 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 of December 11, 2013:

APPROPRIATIONS FOR THE GENERAL FUND

E-0051-A001-A50.000 Budget Stabilization \$30,000.00
Appropriation of reimbursement check from Jefferson-Belmont Regional Solid Waste Authority for Litter Enforcement Vehicle.

BELMONT CO. BOARD OF ELECTIONS/GENERAL FUND

E-0181-A003-A11.000 Other Expenses \$ 263.11

BELMONT SOIL AND WATER CONSERVATION FUND L01

E-1810-L001-L01.002 Salaries \$ 2,000.00

E-1810-L001-L09.000 Travel & Expense \$ 840.00

BELMONT COUNTY SSD/EOIRP WATERLINE GRANT N57

E-9057-N057-N01.013 Contract Project-Water \$ 200,000.00

BELMONT COUNTY SSD/NEFFS BOND RETIREMENT FUND O12

E-9312-O012-O01.050 Principal Loan Payment \$ 11,822.61

BELMONT COUNTY SSD/WWS #3 REVENUE FUND P05

E-3702-P005-P19.012 Equipment \$ 130,000.00

BELMONT CO. LEPC/SPECIAL EMERGENCY PLANNING FUND P90

E-1720-P090-P07.002 Salaries \$ 10,500.00

E-1720-P090-P08.003 PERS \$ 1,500.00

E-1720-P090-P09.004 Workers Comp \$ 400.00

E-1720-P090-P03.000 Other Expenses \$ 3,837.00

BELMONT CO. CDBG CHIP GRANT FUND T11

E-9702-T011-T03.000 CDBG Escrow Account "CHIP" \$41,500.00

Draw No. 169 – Grant #B-C-12-1AG-1 & #B-C-12-1AG-2

BELMONT CO. SHERIFF/VARIOUS FUNDS

E-5100-S000-S01.010 Commissary \$ 8,846.70

E-0131-A006-A23.000 Background \$ 691.00

E-0131-A006-A24.000 E-SORN \$ 75.00

E-5101-S001-S07.012 CCW Equipment \$ 2,557.00

E-5101-S001-S06.000 CCW License \$ 2,066.00

E-0131-A006-A09.000 Medical \$ 641.31

E-0131-A006-A21.000 Sheriff's Towing \$ 640.00

E-9710-U010-U06.000 Reserve \$ 4,482.24

E-0131-A006-A28.000 Shop w/ A Cop \$ 200.00

E-0131-A006-A32.000 Warrant Fee \$ 520.00

BELMONT CO. PROSECUTORS/VICTIMS ASSISTANCE FUND W80 FUND

E-1511-W080-P07.006 Hospitalization Insurance \$ 255.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 11, 2013:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

Public Defender

E-0170-A006-G06.000 Rental-Facilities 150.98

E-0170-A006-G11.000 Other Expenses 1,840.14

Auditor

E-0011-A001-B03.010 Supplies 9,127.25

E-0011-A001-B11.000 Other Expenses 57,209.81

P96-Special Revenue Fund

E-1720-P096-P06.000 Other Expenses 467.28

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS/ BELMONT SOIL AND WATER CONSERVATION FUND L01

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 11, 2013:

E-1810-L001-L02.010 Supplies \$ 2,084.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST FOR CERTIFICATION
OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **\$200,000.00** transferred from the **General Fund to the N81 Exit 208 Fund.**
CDBG – Grant CHIP - \$41,500.00 paid into R-9702-T011-T05.501 CDBG – Grant CHIP on Dec. 10, 2013, Grant #B-C-12-1AG-1 & B-C-12-1AG-2, Draw No. 0169.

Upon roll call the vote was as follows:

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

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

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

DJFS – Linda Kinter to travel to Marysville, OH, on Dec. 12, 2013, to attend a New Enhanced Medicaid System Training. Estimated expenses: \$182.63

SENIOR SERVICES – Donna Steadman and Bradley Bruce to travel to Moundsville, WV, on Dec. 3, 10, 17, 24 and 31, 2013, to facilitate a senior center outing at Four Seasons Pool. Linda Wells and Bob Gray to travel to Wheeling, WV, on Dec. 11, 2013, to facilitate a senior center outing at Wheeling Downs. Tish Kinney to travel to Wheeling, WV, on Dec. 11, 2013, to facilitate a senior center outing at Wheeling Downs. Donna Steadman and Bradley Bruce to travel to Wheeling, WV, on Dec. 11, 2013, to facilitate a senior center outing at Wheeling Downs and to Cambridge, OH, on Dec. 12, 2013, to facilitate of senior center outing at Cambridge Court House Light Show. Daisy Braun to travel to Wheeling, WV, on Dec. 12, 2013, and Dec. 16, 2013, to facilitate of senior center outing at the Highlands. Valerie Forst to travel to Cambridge, OH, Dec. 16, 2013, to facilitate a senior center outing at Theo’s Restaurant and Guernsey County Court House Light Show. Tish Kinney and Bill Beckett to travel to Wheeling, WV, on Dec. 16, 2013, to facilitate a senior center outing at the Oglebay Festival of Lights. Donna Steadman and Bradley Bruce to travel to Wheeling, WV, on Dec. 17, 2013, to facilitate a senior outing at Oglebay Park. Daisy Braun to travel to Wheeling, WV, on Dec. 23, 2013, to facilitate a senior outing at Golden Chopsticks.

Upon roll call the vote was as follows:

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

Announcement – Commissioner Favede welcomed Mark A. Thomas to the board. He replaces former Commissioner Charles R. Probst, Jr., who has since retired.

9:00 Kayla Silver and others

Re: Belmont County Animal Rescue League

Cindi Yanez, a former BCARL board member, advised that Kayla Silver, who was scheduled on the agenda was not present, and that she would be speaking for her. She stated she was here representing concerned citizens for the animals in Belmont County. Ms. Yanez provided a handout and read from it. They are concerned about the care and treatment of the animals housed at the shelter and the legality of the Belmont County Animal Rescue League in its role the county’s Humane Society. Some of the issues they claim include whether or not BCARL is acting in the best interests of the animals. She cited examples: the shelter is overcrowded because BCARL is unwilling to work with Rescue, most specifically for purebreds; mixed breeds are regularly destroyed because they are considered less valuable; and in 2012 Fifty-one percent (51%) of the dogs that came into the shelter were destroyed. She stated there is no reason why a county shelter contracted to be overseen by a non-profit should have such a high kill rate. Another example she stated was that dogs are kept outside inhumane and unacceptable conditions, often 24/7 and this includes injured animals. Their second issue is whether or not BCARL is a Humane Society. She stated that BCARL is organized under Ohio Revised Code 1702.01, which makes them a generic non-profit. Under Ohio law a Humane Society is defined as formed under ORC §1717.05. She said this threatens the legality of almost everything BCARL does. Their third issue is whether or not BCARL has any jurisdiction and/or legal authority to enter private property with or without a warrant. The fourth issue is whether or not BCARL may legally prosecute any animal abuse cases. The fifth issue is whether or not BCARL has legally appointed and employed a humane agent. Sixth is whether or not BCARL can lawfully remove any animal from private property. She further stated under Ohio law only Humane Societies are allowed to appoint humane agents. She said BCARL is not a Humane Society, although they identify themselves as such and they appoint humane agents. Of greatest concern to them is that BCARL has acted recklessly in the removal of animals from citizens. She said people who have been charged and/or convicted of animal cruelty stemming from charges made by BCARL may have potential claims against the county for wrongful prosecution. The seventh concern is whether or not BCARL staff acting in dual roles, both as paid county employees (dog warden and assistant dog warden) and contracted shelter operators subjects the county to added liability. She claims no supervision of the dog warden or assistant dog warden by the county. Lastly they want to point out that the shelter director and shelter supervisor Verna Painter has stated that she has at least 20 dogs of her own at her personal residence. She has a kennel license, however, according to the ORC §955.02, kennel licenses can only be issued to those who have dogs for breeding and hunting purposes and they must be unaltered.

Ms. Yanez advised they are requesting the following: 1) sever the contract with BCARL and take back operation of the shelter immediately with the assistance of volunteers for the interim. 2) Terminate both Verna Painter and Lisa and Williams from the positions of Dog Warden and Assistant Dog Warden as the organization does not meet the criteria to permit BCARL the hiring of BCARL members in these positions under Ohio law. 3) Appoint either independent dog wardens or consider the new law which permits the county to enter a contract with the Sheriff’s Office. This just came into effect in September. 4) Form a committee to explore the management of the shelter that is in the best interests of the animals and community alike that is rescue friendly and progressive. 5) Request the Sheriff bring in BCI to conduct a criminal investigation into issues such as fraud which includes the purchase of a kennel license by Verna Painter for her personal pets. It also includes animal abuse for permitting animals to suffer without treatment. It also includes confining a large breed 120 lb. dog in a small car in the parking lot of the shelter for an entire work shift and also tethering dogs outside during the winter months with no wind break. 6) Request the FBI as designated by the US Supreme Court to be the lead enforcement agency in all matters to launch an investigation into the activities of both Lisa Williams and Mandae Lewis as humane agents, which BCARL is not allowed to employ. She stated the general public has been told they are humane agents, but they are not. 7) Position the Probate Court to suspend and/or revoke any humane agent powers the court may have granted to either Lisa Williams or Mandae Lewis based upon misleading information supplied to the court, taking into consideration that Judge White already found BCARL to have supplied misleading information to Judge Vavra in order to obtain a warrant with no probable cause on the mere correspondence from BCARL to the Probate Court that is misleading by imply that they have entitlement to appoint a humane agent, although they do not. 8) Finally, to produce a known injured dog to a vet and/or make the dog available to the county commissioners for inspection to ensure the dog is not destroyed for purpose of concealing neglect on the part of BCARL, the dog warden, assistant dog warden, the shelter director and/or the humane agent. Ms. Yanez then presented a packet to the board and asked that it be read in its entirety.

Various volunteers and donors to the shelter also voiced their concerns regarding BCARL, their actions, how difficult it is to adopt a dog and conditions at the shelter. Bob Painter, Treasurer of BCARL, was also present and stated, “We certainly welcome the investigation and hope that you will take it seriously and look into all the allegations because I think you will find them to be false in most cases. And we would

request a copy of the document so we can give it to our counsel. We are in consultation with our counsel and will be addressing it accordingly. But we'd like a copy of the document that was submitted."

Commissioner Thomas addressed Ms. Yanez stating, "My name is Mark Thomas and I am new to the board today, although I was on the board in 2001-2009. Just a couple questions; very well done letter by the way; thank you. On the back of the letter it says that there have been copies sent to the Sheriff, Prosecutor, etc.; has that, in fact, been done?" She replied, "Not yet because they are going by regular mail." Mr. Thomas said, "You indicate you were a former board member. When did you serve or how long have you served?" She responded, "I served for six (6) years. I was voted off the board this past October, six weeks or so ago because I voiced concern regarding two dogs that were euthanized by the shelter director, who had rescue commitment. And the board was not very willing to listen to what I had to say and they accused me of going after the shelter director personally when my concern was those two dogs." Mr. Thomas said, "Ok and may I ask, my last question, may I ask, I'm trying to educate myself more than anything else; when you were a board member for those six years, were any of these issues raised by you as a board member or are these all new?" Ms. Yanez responded, "I didn't know, the only issues I was aware of, of course, was the treatment of the dogs at the shelter and the euthanasia rate. And I raised that at times to the shelter supervisor, but I will say that at a county shelter where there's tons of strays and a lot of people giving up their dogs and many abuse cases, the shelter is overcrowded, and I understand that euthanasia, I use the term loosely, because it's not really what it is, euthanasia has to be done. However, it doesn't have to be done at the rate that it is being done, if the shelter was more pro-active as opposed to being reactive. But the other things as far as being incorporated under the wrong section of the Ohio Revised Code and those things, I had no idea. As far as that Wallace case one where Judge White ruled that Belmont County Animal Rescue League was not a humane society, the board was never given that information. The board was told it was the Prosecutor's fault because he had to get back to court and didn't sign off on the search warrant the right way and it was Scott Lloyd's fault because he had a lunch date, and we were never told. And it was, I originally, my original concern at that board meeting was the euthanasia of those two animals. And then when I was thrown off the board, I decided, well I need to get someone's attention, so I am going to look a little further and this is what I found."

Mr. Coffland noted the Commissioners met recently with BCARL's board in executive session, reviewed some of the complaints and problems, and they have dropped off some. He wanted it known that we have done some investigation and will continue to do more. Mrs. Favede stated that every complaint whether it be via email or a letter has been filed and reviewed. Those letters were also reviewed with the BCARL board. Mrs. Favede said, "I can tell you that you have our full cooperation as well as BCARL's board. I mean we will participate with the investigation, and we do take your concerns very seriously."

It was explained how PetFinder.com works. Ms. Yanez said PetFinder has been extremely successful for all shelters and rescues. Ms. Yanez said along with the Facebook has been quite instrumental in getting dogs adopted. She said Belmont won't do it. They choose how many dogs they want to post because the shelter supervisor doesn't want to be called a "killer" should a dog not be available after posting. There is not cost for PetFinder.

Bob Painter stated, "Here is the issue that is not coming out, so I will address it now. What has happened, unfortunately, is Cindi primarily has turned Facebook into a place where she can make accusations and denigrate people and talk badly about whoever she wants, say stuff that's not true, with no recourse. And so in 30 years of this organization, we have never removed a board member, never. Cindi was the first one every removed. Why is that? It's clear to me, maybe it's not clear to everybody else; that Cindi's got a personal agenda here." Some visitors and Cindi spoke up and disagreed with these statements. Mr. Painter said for the 15 years BCARL has been under contract to run the shelter they have established certain policies and procedures. He said unfortunately they don't make everybody happy. He stated they have a binder with over 50 rescues that they work with. He wanted this noted as part of the record.

The board heard from a woman in attendance spoke of her positive experiences for over 10 years with BCARL regarding adoptions, contributions and fundraising. She said she got involved personally in a campaign on social media that did call Verna horrible names. The people on Facebook were asked to stop the rants. She tried to defend Belmont County and was then called a horrible person. She knows hundreds of people that would like to speak on behalf of Belmont County, but if they are going to be viciously attacked on social media, they will not do that.

Another person spoke of the appalling, filthy conditions of the shelter. She asked the board to go look at how bad the conditions are at the shelter. It was brought up how people from this community are treated at the shelter and the high turnover of volunteers. Mr. Painter rebutted by stating there are many, many people that are happy with their experience at the shelter.

Mrs. Favede concluded by advising the board will take this under advisement. A copy of the documents presented will be copied and provided to Mr. Painter. She thanked everyone for being here and said their concerns are duly noted.

OPEN PUBLIC FORUM – Richard Hord continues to ask for an update on the hiring of a permanent DJFS Director. He also asked if Mr. Dwayne Pielech is being considered as a candidate to return to that position. Mr. Thomas stated he didn't know if he was a candidate. That is one of dozens of issues Mr. Thomas needs to sit with his colleagues to talk about and work through. A lot of issues need addressed at the end of the year, but the hiring of a permanent director is a high priority for the board. Mr. Coffland noted he and Mrs. Favede have been out of town attending conferences, so they have not had time to sit down with Mr. Thomas to bring him up to speed. Mr. Pielech was in attendance at today's meeting and Mr. Coffland said he never got to thank him for his 14 years of service, and he conveyed his thanks to him.

Mr. Hord asked if the board was considering an advisory committee for Belmont County Senior Services. If so, he would like to be considered. Mrs. Favede deferred this request to Mr. Hacker who also was present. Mr. Hacker advised they are looking to working with Defiance County, Ohio, to set up a situation similar to what they have. They have a department under the Board of Commissioners that functions to operate Senior Services and they've established a 501c3 auxiliary to support aspects of that department. They are hopeful to do the same thing. When they do that, they will have to have board members to help facilitate that organization. Mike Bianconi stated he would also like to be considered for that board.

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of October 23, 2013.

Upon roll call the vote was as follows:

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

Announcement-The Board will reconvene on Thursday, December 12 at 10:00 a.m. to meet with Mark Schwendemann, Schwendemann Agency, Inc., regarding health insurance updates.

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM FLAG FLOORS TO MOVE FURNITURE AND RE-STRETCH CARPET IN COMMON PLEAS COURT OFFICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Flag Floors in the amount of \$145.00 to move furniture and re-stretch the carpet in Common Pleas Court Judge Frank Fregiato's offices.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TABLING MOTION TO ADOPT RESOLUTION ESTABLISHING THE SPECIAL REVENUE FUND FOR BELMONT CO. TRIPS (TRANSPORTATION RESOURCES AND INDIVIDUALIZED PLANNING SERVICES)

Motion made by Mrs. Favede to adopt the resolution establishing the special revenue fund for Belmont County TRIPS (Transportation Resources and Individualized Planning Services). *Note: This fund will also require Auditor of State approval per ORC 5705.12.*

DISCUSSION HELD – Senior Program Coordinator David Hacker explained the program. He said they were hoping to build upon the coordinated transportation plan that a lot of the county departments and a designated committee developed in 2008/2009. The plan opened up the ability for county departments apply for various grants through ODOT that weren't originally available to them. TRIPS is an equivocal organization to another county in Ohio, Union County, called UCATS. That program helps facilitate interagency within the Union County structure for Human Services transportation services. They range from Senior Services to Veterans Services to the Board of DD and it's a self-participation program. Various organizations have participated over the years at various times. Commissioner Thomas asked for him to explain the funding source. Mr. Hacker said the funding source would be mimicked off of Union County's and it varies. Their JFS utilizes TANF funds, the work program, and different programs. Veterans Services participates through their financial assistance program and they dedicate certain dollars to transportation services for veterans. Each organization develops a use specific to their county department and engage with TRIPS, which is the facilitator of the actual transportation mode. They are not doing any eligibility work. Just simply dispatching out the vehicles to pick people up and take them to whatever eligible appointments. Mr. Hacker noted it would be the third phase of the Transportation Plan that is already in place. Mr. Thomas again asked where the funding was coming from. Mr. Hacker said to start the funding would be part of, for example Senior Services, there would be a MOU between Senior Services and TRIPS to provide that from their levy dollars. If there are Medicaid eligible individuals and a referral from DJFS, TRIPS would bill to the Medicaid source, once the eligibility is established by the DJFS staff. Mr. Thomas asked if there was a deadline or a need. He would like to read up and talk to Mr. Hacker privately a little more. Mrs. Favede said we passed a resolution about 2 weeks ago and then it became apparent to us via Auditor Sutak that we need to have the line item set up in order to move forward. She noted to Mr. Thomas that once he gets himself acclimated he will recall he actually started this prior to the current boards' term. They finished it and the Board of DD has been the only department that utilized the Transportation Plan. They utilized it to purchase vehicles through the state. She is going to provide Mr. Thomas reading material. Mr. Coffland said he hates to table anything, but in fairness to Mr. Thomas, he asked that it be tabled for him (Mr. Thomas) to be brought up to date. Mr. Thomas said he would like to hold on to this just until he gets more information, but he does not want to hold the meeting up.

Motion died for lack of a second at this time.

IN THE MATTER OF ACCEPTING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN QUOTE NO. 169 FROM DIGITAL DATA COMMUNICATIONS FOR ADDITIONAL COMPUTER HARDWARE/SENIOR SERVICES

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept and authorize Commission President Ginny Favede to sign Quote No. 169 from Digital Data Communications in the amount of \$279.88 (including shipping) for additional computer hardware needed for the Senior Services of Belmont County.

d digitaldata communications	eQuote eQuoteNumber: 169
	Payment Terms: Expiration Date: 01/05/2014
Quote Prepared For Barb Blake Senior Services of Belmont County 54240 National Rd St. Clairsville, OH 43950 United States Phone: 740-695-4142 barb.blake@co.belmont.oh.us	Quote Prepared By John Schneider Digital Data Communications, Inc. PO Box 54 St. Clairsville, Ohio 43950 United States 740-359-8995 john.schneider@ddcnw.com

ITEM#	QUANTITY	ITEM NAME	UNIT PRICE	EXTENDED PRICE
One-Time Items				
1)	4	Keyboard	\$8.24	\$32.96
2)	4	Mouse	\$4.26	\$17.04
3)	1	Dual Nic	\$205.38	\$205.38
4)	1	Shipping	\$12.10	\$12.10
One Time Total				\$267.48
Shipping Items				
5)	1	Shipping	\$12.40	\$12.40
Shipping Total				\$12.40
Comment:			SubTotal	\$279.88
			Total	\$279.88
			Authorizing Signature _____	
			Date _____	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTING COMMISSIONER COFFLAND TO THE OPWC BOARD FOR THE REMAINING TERM OF 2013

Motion made by Mrs. Favede, seconded by Mr. Thomas to appoint Commissioner Matt Coffland to the OPWC Board for the remaining term of the 2013 year.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTIONS ON BEHALF OF THE COUNTY ENGINEER AUTHORIZING COMMISSIONER COFFLAND TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OPWC STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAMS AND TO EXECUTE CONTRACTS
“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”
ATTACHMENT C

RESOLUTION AUTHORIZING MATT COFFLAND TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

Motion made by Commissioner Favede _____, seconded by Commissioner Thomas _____ to adopt the following resolution:

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Belmont County Commission is planning to make capital improvements to BEL 54-3.65 AND BEL 56-20.17 Bridge Replacement Project, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner Matt Coffland is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner Matt Coffland is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Upon roll call the foregoing was unanimously adopted.

Passed: December 11, 2013

Signed: **Belmont County Commissioners**
Ginny Favede /s/
Commission President
Matt Coffland /s/
Commission Vice President
Mark A. Thomas /s/
Commissioner

“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”
ATTACHMENT C

RESOLUTION AUTHORIZING MATT COFFLAND TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

Motion made by Commissioner Favede _____, seconded by Commissioner Thomas _____ to adopt the following resolution:

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Belmont County Commission is planning to make capital improvements to North Twenty-Six Road Paving Project, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner Matt Coffland is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner Matt Coffland is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Upon roll call the foregoing was unanimously adopted.

Passed: December 11, 2013

Signed: **Belmont County Commissioners**
Ginny Favede /s/
Commission President
Matt Coffland /s/
Commission Vice President
Mark A. Thomas /s/
Commissioner

IN THE MATTER OF NAMING COMMISSIONER MATT COFFLAND AS CHIEF EXECUTIVE OFFICER FOR THE BELMONT CO. ENGINEER’S BEL-4-6.51 BRIDGE REPLACEMENT PROJECT

Motion made by Mrs. Favede, seconded by Mr. Thomas to name Commissioner Matt Coffland as Chief Executive Officer for the Belmont County Engineer’s BEL-4-6.51 Bridge Replacement Project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PLAT OF
JACKSON TRAIL (PRIVATE)
WARREN TOWNSHIP SEC 31, T-8, R-6**

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date December 11, 2013

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Jackson Trail (Private), Warren Township, Sec. 31, T-8, R-6, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Nancy Detling, F.O., Warren Township Trustees, 61881 Bailey Road, Barnesville, OH 43713

You are hereby notified that the 8th day of January, 2014, at 10:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Clerk of the Board

- Mail by certified return receipt requested
- cc: Warren Township Trustees
-
- Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:20 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Thomas to enter executive session with Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:30 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF BID OPENING TO REMOVE AND REPLACE THE
HVAC SYSTEM AT THE BCDJFS MARTINS FERRY BUILDING/BUILDINGS AND GROUNDS**

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners' Office to remove and replace the HVAC system at the Belmont County Department of Job & Family Services Martins Ferry, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Synergy, LLC 529 Grant St., Ste 105 Akron, OH 44311	X	\$116,500.00
Flickinger Piping, Inc. 439 S. Tuscarawas Ave. Dover, OH 44622	X	\$ 66,690.00
H. E. Neumann Company P.O. 6208 Wheeling, WV 26003	X	\$ 82,899.00

Present for the bid opening were Jack Regis, Facilities Manager and Joselyn King of The Intelligencer.

Motion made by Mr. Thomas, seconded by Mrs. Favede to turn over all bids received to remove and replace the HVAC system at the Belmont County Department of Job & Family Services Martins Ferry building to Jack Regis, Facilities Manager, for review and recommendation.

Upon roll call the vote was as follows:

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

BREAK – BOARD WILL RECONVENE AT 10:00 A.M. ON THURSDAY, DECEMBER 12, 2013, TO MEET WITH MARK SCHWENDEMANN REGARDING HEALTH INSURANCE UPDATES.

RECONVENED, THURSDAY, DECEMBER 12, 2013, AT 10:10 A.M. ALL COMMISSIONERS PRESENT.

Also present from the Insurance Committee were Holly Weatherson, Lori O'Grady, Andy Sutak, Cheryl Zeno and Sheila Turner. The media was represented by Joselyn King of The Intelligencer and Robert De Frank of The Times Leader.

**DISCUSSION HELD – RE: MARK SCHWENDEMANN TO GIVE AN UPDATE ON THE UPCOMING CHANGES IN
PRESCRIPTION COVERAGE AND HEALTH INSURANCE**

– Mr. Schwendemann stated he wanted to revisit the prescription drug formulary changes that he spoke about approximately 3 months ago; tell a little about the claims experience, which is looking good; and what is upcoming with healthcare reform. His firm and many like theirs are using 2014 for large employers as a trial year as penalties start in 2015. He was in Washington, DC, yesterday, in a group of 10 because, for example there are between 5 and 6 million people losing their individual coverage, and based on renewal dates, those can be anywhere at the beginning of any month through the year. They had a meeting set up with Center for Medicaid and Medicare Services, who cancelled. They had a meeting set up with Health and Human Services, who for the right reasons cancelled as well because of the two hearings they had yesterday. They saw several legislators and told them they need some emergency help. They have 13 days to enroll probably 500,000 people in this country or they will be without coverage. They cannot get into

the portal to get them enrolled and the back end of the website, the payment mechanism with verification of the insurance company is not set up properly. People who are trying to do this online themselves get stuck and come to them or someone like the Schwendemann Agency for help. But they can't go in and modify anything in the application to include their National Agent Number.

Express Scripts, who is the county's benefit manager, came out with a program in September that they were going to change their national formulary, which is the listing of drugs that are preferred, non-preferred, and generic. There are 48 drugs, very specifically, that Express Scripts wants to take completely off their formulary. The reason for that is there are other drugs in the same therapeutic class that treat the same condition at much lower cost. There is obviously going to be some disruption if that takes place. Mr. Schwendemann thinks it's going to affect relatively a few people. He noted he does not have anyone's personal information. He found if we do not remove the 48 drugs then the county would be moved to the basic formula instead of the national formula. What happens then is there is a pretty significant drop in the county's rebates. Every quarter, Belmont County receives a rebate from the drug manufacturers. He stated prescription drugs are one of the most difficult things for them to keep under control. Manufacturers of these 48 drugs have had a patent on many of these drugs. There is now competition through generic drugs or through other manufacturers that have made like drugs, not exactly the same, so they would not be a generic equivalent. It would be a therapeutic substitute. Express Scripts looked at it based on a quality and a cost basis. The manufacturers of the 48 drugs are sending out coupons to their patients/users, but once the drug goes through and gets paid by Belmont County, then the actual constituent gets a significant check, a rebate back to keep them in the system and keep them utilizing that prescription drug. Anyone that does not exclude those 48 drugs, is actually adversely being selected against because the manufacturer has found a way to keep people using that drug. They are not making as much money on it, but they are making more money than if people didn't use it and have closed their margins down, but the county is paying the full till for that cost. The opportunity to do this will not be January 1; they have delayed it until April 1 so if the county decides to do this, appropriate notification in the form of a letter going out to the individuals specifically from the Schwendemann Agency stating here is the drug, here is what is happening with that drug, and here are the replacements. They will be asked to speak with their physician. The doctor will also get a letter stating Mark Schwendemann has a new formulary plan available, this drug will be excluded come April 1, and here are the alternatives. If the physician believes that due to medical necessity that someone needs to stay on that drug, the physician can write a letter for authorization for the patient to stay on that drug.

Mr. Schwendemann passed out a summary. Based on the current utilization this will impact 30 Belmont County members who have taken 19 of the medications being removed from the list. As of right now the total membership under the plan is 1,153 members; that includes dependents. The impact analysis for the county's plan was explained and a listing of the medications specific to the county was provided. There are 48 drugs impacting about 2% of the population and 2% of the claims cost. There is an initial notification that goes out to the individual specific to their situation and the physician gets a similar letter.

Staying on the National Preferred Formulary for 2014 would mean the following:

- The anticipated increase in rebates is 25% - 30%. From 1/1/13 – 12/3/13 Belmont County received \$80,177 in rebates. Based on an increase of 30% the estimated rebate increase would be about \$24,053.
- Trend control due to limited use of expensive drug.
- Limiting the use of coupons the physicians gives to members to obtain the high cost drugs for free or at discounted copays at the pharmacy.
- Members impacted by the change will receive 2 notices of the changes to allow them to meet with their physician to change to an alternate drug.
- Members switching to a covered alternative will have generic or formulary copays of \$10 or \$25 respectively.
- Members can still obtain the excluded drugs with a medical necessity reason provided by a physician, at the non formulary copy of \$40 for retail or \$80 for mail order.

What does it mean if you do not wish to stay on the National Preferred Plan? (Which means, if you keep the 48 drugs.)

- The plan will potentially lose 20 – 30% in rebates. Estimated loss of \$24,053
- Trend increases of at least 14% in 2014, and up to 60% increase by 2019. Belmont County has paid \$743,023 in claims and admin fees for the past year. Express Scripts estimates that 60% of those claims are for multi-source drugs for a total of \$445,813. A 14% trend increase for multi-source drugs could mean an additional \$62,412 in claims.

The swing is about \$800,000 more than likely over the next year to year and one-half, if you leave the drugs on as opposed to taking them off. Mrs. Favede stated, "I think it is worthy to note that we'd actually made the decision not to change because we do note that it affects certain particular employees that have certain particular conditions. Mark asked us to look at it again because I mean obviously the rebate issue makes it a much more significant financial cost." Mr. Schwendemann advised that what the Commissioners did not have initially was the rebate information that makes this such a more of a significant decision.

Mrs. Favede requested a generic sample letter for employees to give to their doctor to petition to stay on one of the 48 drugs. The formulary can change at any time, but typically Express Scripts usually reviews and removes drugs once a year. Another handout was provided titled Key Performance Indicators – Primary Indicators along with a Belmont Co. Employees Medical Only Loss Ratio Report. Belmont County is Schwendemann's best client for utilizing generic medications. There was a total of approximately \$875,000 spent on prescriptions. Discounts have been \$512,000. Mr. Schwendemann noted when comparing Belmont County to 88 other counties and also to other employers in this general geographic region, we have done an extremely good job in containing costs. The average inflation trend with Health Plan year over year claims cost is right at 10% right now. Healthcare Reform, Affordable Care Act, penalties and fees, you will have another roughly 5% next year as a result of that. That gets us in the 15-20% range. Schwendemann typically suggests to employers to put in a buffer of maybe 5-10% when budgeting. They used to be comfortable in saying with 15-20%, but are now suggesting 20-25%. Mr. Schwendemann stated there isn't anything affordable about the Affordable Care Act. Express Scripts would like an answer by next Friday. Mrs. Favede asked if the general consensus was that we remove ourselves and agree to stay on the preferred prescription formulary plan. It is a \$100,000 cost to not stay on it. She stated, "I think as a board we are confident making a decision, unless someone on our insurance committee has anything to the contrary, we're comfortable making the decision to remove the 48 drugs." Schwendemann's will put a motion for the board attached to a letter and it will be addressed at next week's meeting. Auditor Sutak hopes to have for next week a projected estimate of increases in the health insurance costs for the county.

IN THE MATTER OF APPROVING AND SIGNING THE NECESSARY DOCUMENTS GRANTING BLUE RACER MIDSTREAM, LLC, THE OPTION TO PURCHASE A PIPELINE EASEMENT AND RIGHT OF WAY FOR 18.87 ACRES OF COUNTY PROPERTY LOCATED IN RICHLAND TOWNSHIP

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the necessary documents granting Blue Racer Midstream, LLC, the option to purchase a pipeline easement and right of way for 18.87 acres of county property located in Richland Township, Parcel No. 32-01748.000.

MEMORANDUM OF OPTION TO PURCHASE RIGHT OF WAY AND SURFACE SITE

This *Memorandum of Option to Purchase Right of Way and Surface Site* (this "Memorandum") is by **BELMONT COUNTY, OHIO, a political subdivision**, hereinafter called "Grantor," and **BLUE RACER MIDSTREAM, LLC, a Delaware limited liability company**, hereinafter called "Grantee."

This Memorandum is being executed in connection with that certain *Option to Purchase Right of Way and Surface Site* between Grantor and Grantee, dated of even date herewith ("Option Agreement"). Among other things, the *Option Agreement* provides for the grant by Grantor of a pipeline easement and right of way, and a surface site across certain real property owned by Grantor and described as follows:

Township / County: Richland / Belmont
Auditor's Parcel Number: 32-01748.000
Containing: 18.87 acres
Section / Township / Range: PT SW¼ Sec 29 T7 R4

And being a portion of all that certain parcel of land described more fully in a deed recorded in Volume 98, Page 58 in the Records of Deeds of Belmont County, Ohio, being more fully illustrated on *Exhibit A* attached hereto.

More information regarding the terms of the *Option Agreement* can be obtained from Grantee at the following address:

Blue Racer Midstream, LLC
5949 Sherry Lane, Suite 1300
Dallas, TX 75225

This Memorandum is executed, acknowledged and delivered by Grantor and Grantee for the sole purpose of evidencing of record the existence of the *Option Agreement* and shall not alter, affect, amend or change any terms or provisions of the *Option Agreement*.

This Memorandum may be executed in multiple counterparts, each of which shall constitute an original, and all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, the Grantor have each duly signed their names this 12th day of December, 2013.

GRANTOR:
BELMONT COUNTY, OHIO,
a political subdivision
by the
COMMISSIONERS OF BELMONT COUNTY

Ginny Favede /s/
Ginny Favede, President
Matt Coffland /s/
Matt Coffland, Vice President

Mark A. Thomas /s/
Mark A. Thomas
APPROVED AS TO FORM:
David K. Liberati /s/ Assistant
PROSECUTING ATTORNEY

OPTION TO PURCHASE RIGHT OF WAY AND SURFACE SITE

That the undersigned individual or entity, whether one or more, **BELMONT COUNTY, OHIO, a political subdivision**, whose address is 101 West Main Street, St. Clairsville, OH 43950, (hereinafter referred to as "Grantor") in consideration of the sum of FIVE HUNDRED AND NO/100THS DOLLARS (\$500.00) (the "Option Payment"), this day paid by check to Grantor, the delivery, receipt and sufficiency of which being hereby acknowledged, has granted and sold and by these presents does grant and sell to **BLUE RACER MIDSTREAM, LLC**, a Delaware limited liability company, its successors and assigns (hereinafter referred to as "Grantee"), the exclusive right and option to purchase a pipeline easement and right of way (hereinafter referred to as the or this "Option") on, over, through, under, and across the lands of Grantor described as follows, to wit:

Township / County: Richland / Belmont
Auditor's Parcel Number: 32-01748.000
Containing: 18.87 acres
Section / Township / Range: PT SW¼ Sec 29 T7 R4

And being a portion of all that certain parcel of land described more fully in a deed recorded in Volume 98, Page 58 in the Records of Deeds of Belmont County, Ohio, and including all contiguous or appurtenant lands owned by Grantor; and illustrated on *Exhibit A* (the "Property"), and upon the terms and conditions for the grant of such easement and right of way between the parties, as reflected in the form of *Right of Way and Surface Site Agreement* dated 12 December 2013, which has been executed by Grantor and which is to be held by Grantee pending the satisfaction of the conditions of Section 4 of this Option, below.

The Option is granted pursuant to the following terms and conditions:

1. The purchase price of the aforesaid right of way, which shall be the full and complete consideration for such right of way and any damages to the surface of the Property associated with said right of way (hereinafter, the "Purchase Price"), shall be the amount equal to \$45.00 (Forty-Five Dollars) per linear foot of right of way, and if this Option is exercised as hereinafter provided, the Grantee shall receive as a credit against said Purchase Price one hundred percent (100%) of the amount of the Option Payment. It is also understood and agreed that prior to the commencement of the actual installation of the Valve & Meter Site; Grantee shall tender as full and complete consideration for the Valve & Meter Site an amount equal to \$5,000.00 (Five Thousand Dollars). Grantee shall compensate Grantor the amount of One Thousand Five Hundred Dollars (\$1,500.00) for a permanent access road.
2. Unless a later date is mutually agreed to between Grantor and Grantee, the Option shall expire at midnight two years from the date of the execution of this document (the "Termination Date").
3. With prior advance notice to the Grantor and in accordance with access rules as made known by Grantor to Grantee in writing, during the term of the Option, Grantee shall have the right, and is hereby given and granted the right, of ingress and egress to and from the Property for the purposes of conducting surveys or other purposes the Grantee deems incident or necessary thereto.
4. Grantee may exercise the Option at any time prior to the Termination Date as hereinabove defined, by mailing or delivering a notice thereof (the "Exercise Notice") to Grantor at Grantor's the address shown above. As promptly as possible after Grantor's receipt of the *Exercise Notice*, but in no event more than ten (10) business days after delivery of the *Exercise Notice* to Grantor, Grantee shall deliver a check to Grantor for the balance of the Purchase Price, and upon such delivery, Grantee may record the *Right of Way and Surface Site Agreement* in the appropriate real property records of the County in which the Property is situated.
5. This instrument shall not be recorded in the public records; however, a *Memorandum of Option*, may be so recorded in the real property records of the county in which the Property is situated.
6. This Option shall be binding upon Grantor and Grantee and their respective heirs, executors, administrators, representatives, successors and assigns. Grantee may assign, in whole or in part, its rights hereunder to any third party.

EXECUTED effective as of this 12 day of December, 2013.

Signed:

**BELMONT COUNTY, OHIO,
a political subdivision
by the
COMMISSIONERS OF BELMONT COUNTY**

Andrew Black /s/
Andrew Black
Agent for Blue Racer Midstream, LLC

Ginny Favede /s/
Ginny Favede, President

APPROVED AS TO FORM:

David K. Liberati /s/

Matt Coffland /s/
Matt Coffland, Vice President

Mark A. Thomas /s/
Mark A. Thomas

RIGHT OF WAY AND SURFACE SITE AGREEMENT

BELMONT COUNTY, OHIO, a political subdivision, whose address is 101 West Main Street, St. Clairsville, OH 43950, (as "Grantor", whether one or more), for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, sell, and convey unto **BLUE RACER MIDSTREAM, LLC, a Delaware limited liability company**, whose address is 5949 Sherry Lane, Suite 1300, Dallas, TX 75225, its employees, affiliates, partners, successors, assigns, contractors, invitees, and representatives (hereinafter collectively referred to as "Grantee"), a permanent right of way and easement to locate, lay, operate, maintain, repair, replace, and remove one (1) pipeline not to exceed eight inches (8") in diameter, with the right to make connections thereto, re-lay such pipelines, with appurtenances thereto including, but not limited to, drips, above and below ground valves and piping, metering equipment, and other necessary appurtenances, for the transportation of oil, gas, condensate, distillate, water or saltwater, or combinations or products of any one or more of said substances or any other products or substance of any nature which may be transported by means of a pipeline wherever produced on, over, through, under, and across the lands of the Grantor, with the right of ingress and egress to and from such pipelines and appurtenances, such lands of the Grantor being described as follows, to wit:

Township / County: Richland / Belmont
Auditor's Parcel Number: 32-01748.000
Containing: 18.87 acres
Section / Township / Range: PT SW¼ Sec 29 T7 R4

And being a portion of all that certain parcel of land described more fully in a deed recorded in Volume 98, Page 58 in the Records of Deeds of Belmont County, Ohio, more fully illustrated on attached *Exhibit A*, and including all contiguous or appurtenant lands owned by Grantor (hereinafter referred to as the "Premises");

Description of Right of Way – The right of way granted by Grantor to Grantee herein shall consist of a permanent width of Fifty (50) feet, along the proposed route as described and illustrated in the attached *Exhibit A*, which is made a part hereof Grantor acknowledges that the proposed route of the right of way granted herein was selected on the basis of preliminary engineering and design of the pipelines which are proposed to be installed on, over, through and under the Premises. In the event that the final design of the pipelines will utilize a different route, Grantor agrees to execute and deliver to Grantee at no additional charge (other than as may occur as a result of greater linear feet of easement) a recordable amendment to this *Right of Way and Surface Site Agreement* which shall describe the new route to be selected by Grantee, over and across the Premises. During temporary periods, Grantee shall have the right to use up to Fifty (50) additional feet along and adjacent to said right of way in connection with construction, maintenance, repair, removal, replacement, and/or any other right granted herein, the location of which shall be in the discretion of Grantee. During the initial construction and further maintenance of the pipelines Grantee shall have the right to utilize additional temporary workspace as reasonably necessary at road crossings, waterways or areas with unusual construction problems.

Valve & Meter Site – The Valve and meter site granted by Grantor to Grantee includes the right to install natural gas measurement equipment, compressors, tanks, dehydration units, and any and all piping equipment or appurtenances related thereto, for the purpose of compressing, transporting, measuring and treating natural gas, along with all rights necessary and convenient to operate, maintain, repair, replace, and remove the Valves, Meters, tanks and/or all other associated piping, equipment and appurtenances, including the right at any time to make connections to the Meter, and any and all piping equipment or appurtenances related thereto and other related equipment for purposes as are deemed necessary by Grantee, within an area of approximately One Hundred Sixty Feet (160') by One Hundred Feet (100') on the herein described premises, together with the right to connect such meter and/or valve(s) to any pipeline. Grantor also agrees that Grantee may hook up other wells into this proposed meter station and compressor site drilled in the vicinity of this property. Grantee to install an all-weather road for the purpose of accessing the said Valve and Meter Site. All access roads used by the Grantee pursuant to its operations on the herein premises shall be kept in a passable condition, free of significant ruts. Upon request of Grantor, Grantee shall erect and maintain a gate on any access road used by Grantee. If the gate is locked, a key shall be furnished to the grantor.

Timber/Brush – Grantee shall have the right to clear and grade said permanent right of way and temporary workspace areas, including clear cutting of timber. Grantee will cut timber in log lengths and remove same to a location adjacent to the right of way and temporary work space area. At the discretion of the Grantee, brush and stumps will be burned or chipped. Grantee shall have the right from time to time to cut all trees, undergrowth and remove other obstructions on the Easement that, in its judgment, may injure, endanger or interfere with the use of said pipeline.

Right of Ingress/Egress – Grantee shall have all the rights and benefits necessary or convenient for the full enjoyment or use of the right of way and easement herein granted, including, without limitation: the free right of ingress and egress over and across the Property to and from said right of way and easement; the right to use existing or future roads over and across the Premises; the right to use any roads on adjoining lands owned or controlled by Grantor; and the right from time to time to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with Grantee's access, occupancy and use of its right of way and easement. Grantee shall have the right to install gates in any fences crossed by the pipelines in order to provide direct access to the right of way and easement. Such access gates will be kept locked and secured, and will be constructed of quality equal to the existing fence.

Freedom from Obstructions – Grantor agrees not to impound water or build, create, or construct any obstruction, engineering works, or other structure within the pipeline right of way nor permit the same to be done by others. This does not apply to any structures existing at the time of the execution of this *Right of Way and Surface Site Agreement*. Grantor shall not change the depth of cover over the right of way area as defined above without the written consent of Grantee. At all times, Grantee shall have the right to cut, trim, remove, and otherwise control such brush, trees, weeds, or other undergrowth on or along the path of the installed pipeline and its related equipment that may, in the judgment of Grantee, interfere with the exercise of its rights granted herein.

Use of the Premises/Duty to Repair – Grantor shall have the right to fully use and enjoy the Premises except as may conflict with the rights granted herein to Grantee, provided that Grantor shall not inhibit or otherwise interfere with Grantee in the exercise of any of its rights herein granted. Grantee agrees to repair or replace in a timely manner any portion of Grantor's fences, gates, or roads that are damaged by Grantee during Grantee's operations and to reclaim and reseed areas disturbed by Grantee's operations.

Right to Assign or License – Grantee may at any time assign the right of way and easement granted herein, in whole or in part, to one or more other parties.

Abandonment – In the event that the pipeline of Grantee shall not be maintained for the purpose herein granted for a period of twenty-four (24) consecutive months, then the Grantee shall have no further rights in the easement area. Grantee shall within six (6) months after the abandonment of said pipeline record a release, releasing all of its rights, title and interest in and to said easement.

Tender of Payment – All payments to be made to the Grantor pursuant to this agreement shall be made by Grantee by check, payable and mailed or delivered to the Grantor.

Indemnity/Hold Harmless – Grantee assumes all risks and liability and shall indemnify Grantor against and save it harmless from any and all liability, claims, demands, actions, causes of action, loss, damage and expenses resulting from personal injury or damage that may be asserted by any person or entity as a result of the operations described herein except any and all liability resulting from Grantor's own negligence; said indemnification shall include all expenses, including court costs and attorney's fees incurred by Grantor in defense of any such claim or action and also any judgment, including interest thereon and court costs and attorney's fees which may be rendered against Grantor pursuant to any such claim or action. Such Indemnity also covers any environmental damages caused by Grantee's use or operations under the terms of this Agreement. Grantee agrees to comply with any and all known local, state and federal agency guidelines in its construction, use and operations on the Easement.

Insurance –

- a. Grantee shall keep in force at all times Workers' Compensation coverage in full compliance with the laws of the State of Ohio.
- b. Grantee shall carry such insurance against fire or other casualty as it may deem desirable on its personal interests and property.
- c. Grantee shall keep in full force during the term hereof public liability insurance covering all operations to be conducted hereunder in a general aggregate limit of not less than Two Million Dollars (\$2,000,000) and a per occurrence limit of not less than One Million Dollars (\$1,000,000).
- d. All insurance policies shall provide coverage for Grantor's contingent liability on claims or losses. Such coverage(s) shall name Grantor as an additional insured with waiver of subrogation. Grantee shall furnish Grantor with a Certificate of Liability Insurance upon execution of this *Right of Way and Surface Site Agreement*.

Memorandum – Grantee may elect to file this Agreement, or a Memorandum of this Agreement, in the real property records of the county which the Premises is located.

It is understood that this grant contains and expresses all the agreements and obligations of the parties hereto with respect to the rights herein granted and no covenant, agreement, or obligation not expressed herein shall be imposed upon the parties hereto, their heirs, successors and assigns, unless in writing and executed by both Grantee and Grantor.

The terms and provisions contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

This *Right of Way and Surface Site Agreement* is made further subject to the terms and provisions contained in that certain unrecorded *Option to Purchase Right of Way and Surface Site* by and between Grantor and Grantee herein of even date herewith.

To have and to hold such rights, privileges, and easement unto Grantee, its successors and assigns, until Grantee shall release such rights, privileges, and easement by written instrument duly recorded, and Grantor hereby binds Grantor, Grantor's heirs, successors, assigns, and legal representatives.

IN WITNESS WHEREOF, the Grantor have each duly signed their names this 12 day of December, 2013.

GRANTOR:
BELMONT COUNTY, OHIO,
a political subdivision
by the
COMMISSIONERS OF BELMONT COUNTY
Ginny Favede /s/
 Ginny Favede, President
Matt Coffland /s/
 Matt Coffland, Vice President
Mark A. Thomas /s/
 Mark A. Thomas

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

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

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

Read, approved and signed this 18th day of December, 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