

St. Clairsville, Ohio

February 19, 2014

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

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

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

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
A-Betty Holubeck	Jury Commissioner/General Fund	500.00
A-Smartbill	MFH Bill printing/service fee-Treasurer/General Fund	202.92
A-Smartbill	Bill printing/service fee-Treasurer/General Fund	5,198.96
A-South Central Power	Feb. services/General Fund	187.24
A-Wheeling Office Supply	Supplies-Prosecutor/General Fund	23.54
N-Stonegate Construction	EORIP waterline ext./EORIP Contract Project Fund	30,595.96
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	270.00
P-Rush Truck Centers	Equipment/BCSSD Funds	102,408.00
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	53.07
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-Lowe's Companies, Inc.	Supplies/District Detention Home Fund	925.24
S-PNC Bank	Visa/District Detention Home Fund	311.89
S-Rubber Stamps Unlimited, Inc.	Seal/Certificate of Title Admn Fund	775.33
S-Sam's Club	Food & supplies/District Detention Home Fund	2,993.21
S-Times Leader	Port Authority Promotion/Port Authority Fund	86.45

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for February 19, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$2,250.59; \$4,112.16; \$1,647.49; \$33,853.36; \$2,489.2
A-GENERAL/CLERK OF COURTS	\$565.25
A-GENERAL/PROBATE COURT	\$1,219.28
A-GENERAL/RECORDER	\$4,194.49
A-GENERAL/SHERIFF	\$3,637.66
A-GENERAL/911	\$33,186.50; \$5,331.82
H-Job & Family, CSEA	\$5,166.96
H-Job & Family, Public Assistance	\$13,429.00; \$3,000.00; \$2,897.24
H-Job & Family, WIA	\$4,065.89; \$47,649.12
K-Engineer MVGT	\$1,070.98; \$6,441.08; \$32,263.92
M-Juvenile Ct.-Title IV-E Reimb.	\$40,921.59
M-Juvenile Ct.-Truant Officer Grant	\$184.18
P-Oakview Admn Bldg	\$135.00
P-Sanitary Sewer District	\$10,130.88; \$68,010.99; \$28,588.52; \$26,262.79; \$32,718.41; \$39,988.25
S-Certificate of Title Adm Fund	\$9,008.73
S-District Detention Home	\$1,242.02
S-Job & Family, Children Services	\$34,838.73
S-Juvenile Ct. Computer Fund	\$93.40
S-Juvenile Ct. Gen. Special Projects	\$60.42
S-Oakview Juvenile Residential Center	\$672.15
S-Senior Services	\$23,110.04; \$14,450.47
S-Sheriff CCW	\$2,675.00
S-Sheriff Commissary	\$152.13
W-Law Library	\$546.61

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
<i>Commissioners</i>	<i>Recorder</i>	
E-0051-A001-A50.000 Budget Stabilization	E-0121-A006-B11.000 Other Expenses	\$ 9,108.20

For the purchase of a new copier.

BCSSD/VARIOUS

FROM	TO	AMOUNT
E-3704-P051-P01.002 Salaries	E-3704-P051-P15.000 Other Expenses	\$10,000.00
E-3704-P051-P16.074 Transfers Out	E-3704-P051-P03.012 Equipment	\$1,000.00
E-3707-P056-P02.010 Supplies	E-3707-P056-P03.012 Equipment	\$100.00
E-3709-P059-P05.011 Contract Services	E-3709-P059-P07.000 Materials	\$200.00

**BOARD OF DEVELOPMENTAL DISABILITIES/
MENTAL RETARDATION FUND/S66**

FROM	TO	AMOUNT
E-2410-S066-S570.011 Contract Services	E-2410-S066-S87.000 Shared Functions	\$23,226.04
Upon roll call the vote was as follows:		
	Mr. Coffland	Yes
	Mr. Thomas	Yes
	Mrs. Favede	Yes

**IN THE MATTER OF TRANSFER
BETWEEN THE BCSSD/VARIOUS**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfer between the BCSSD/Various:

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfer Out	R-3701-P003-P15.574 WWS #2 Revenue	\$261.04
E-3711-T010-T04.074 Transfer Out	R-3702-P005-P15.574 WWS #3 Revenue	\$817.14
E-3711-T010-T04.074 Transfer Out	R-3705-P053-P08.574 SSD #2 Revenue	\$33.63
E-3711-T010-T04.074 Transfer Out	R-3706-P055-P07.574 SSD #3A Revenue	\$274.50
Upon roll call the vote was as follows:		
	Mr. Coffland	Yes
	Mr. Thomas	Yes
	Mrs. Favede	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 2, 2014****

B00 DOG AND KENNEL FUND

E-1611-B000-B01.002	Auditor's Clerk Hire & Supply	\$4,300.00
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****FEBRUARY 5, 2014****

E10 BELMONT COUNTY 911

E-2200-E010-E07.000	Other Expenses	\$1,452.00
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****FEBRUARY 19, 2014****

A00 GENERAL FUND/VARIOUS

E-0055-A004-B01.002	M & G-Salaries-Employees	\$720.00
E-0121-A006-B02.002	Salaries-Employees	\$15,300.00
E-0131-A006-A04.002	Sheriff-Salaries-Road Deputies	\$1080.00
E-0170-A006-G04.012	Equipment	\$50.00

D00 ROAD AND BRIDGES FUND

E-1655-D000-D05.013	Contracts/Projects	\$500,000.00
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E11 BELMONT COUNTY 911/WIRELESS FUND

E-2301-E011-E01.011	Contract Services	\$7,500.00
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H08 BCDJFS/WIA AREA 16 FUND

E-2610-H008-H08.000	Windstorm NEG-26/Harrison Co.	\$42,000.00
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L01 BELMONT SOIL AND WATER CONSERVATION

DISTRICT/SOIL CONSERVATION FUND

E-1810-L001-L04.000	Contracts and Repairs	\$2,000.00
E-1810-L001-L05.011	Contract Services	\$2,168.00

M60 JUVENILE COURT/CARE AND CUSTODY FUND

E-0400-M060-M71.002	Salaries	\$20,000.00
E-0400-M060-M72.003	PERS	\$8,501.94
E-0400-M060-M73.005	Medicare	\$1,000.00
E-0400-M060-M74.004	Workers Comp	\$3,000.00
E-0400-M060-M75.008	Insurance	\$10,000.00

S35 SARGUS/JUVENILE ACCOUNTABILITY BLOCK GRANT

E-9014-S035-S03.012	Equipment Grant	\$10,000.00
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**S69 BOARD OF DEVELOPMENTAL
DISABILITIES/ MRDD MEDICAID RESERVE FUND**

E-2413-S069-S01.011	Contract Services	\$135,397.09
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W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM

E-1511-W080-P05.003	PERS	\$1,000.00
E-1511-W080-P07.006	Hospitalization	\$616.34
E-1511-W080-P08.005	Medicare	\$100.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated February 19, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN
THE OHIO ATTORNEY GENERAL'S OFFICE MOVING OHIO FORWARD
DEMOLITION PROGRAM AGREEMENT FOR PHASE II FUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Matt Coffland to sign the Ohio Attorney General's Office **Moving Ohio Forward Demolition Program Agreement** for Phase II funds in the amount of \$9,067.00 for the Award Period commencing January 1, 2014 and ending Sept. 30, 2014, based upon the recommendation of A. C. Wiethe, Belomar Regional Council.

**Ohio Attorney General's Office
Moving Ohio Forward Demolition Program
Agreement**

Lead Entity Organization: Belmont County Board of Commissioners

Obligated Amount: Nine Thousand, Sixty-Seven and 00/100 Dollars (\$9,067.00)

Award Period: Commencement Date – January 1, 2014 End Date – September 30, 2014

The parties hereto agree as follows:

- I. **Funding Purpose and Recapture of Funds.** This Agreement is made and entered into by and between the Ohio Attorney General's Office ("AGO") and the Belmont County Board of Commissioners ("Lead Entity") to obligate and disburse funds in the amount of \$9,067.00 ("Demolition Funds") during the Award Period for residential demolition activities in accordance with the Lead Entity's Application as approved by the AGO, which is incorporated by reference as if fully rewritten herein. This Agreement may only be modified with the prior written approval of the AGO. All modifications to this Agreement shall be in writing and signed by both parties to this Agreement. Any change from the residential demolition activities set forth in the Lead Entity's approved Application without a modification to this Agreement will be grounds for recapture of the funds by the AGO.
- II. **Use of Demolition Funds.** Demolition Funds may be used for the sole and express purpose of undertaking and completing residential demolition projects ("Projects") as described in the Scope of Work attached hereto as Exhibit A. Lead Entity shall undertake and complete each Project as described in the Scope of Work. Other terms and conditions under which the contractor(s), including certified professionals, will complete the Scope of Work are as set forth in Lead Entity's approved Application. Such terms and conditions are incorporated in this Agreement by reference and are a material part of this Agreement.
- III. **Completion of Projects.** Demolition Funds shall not be released until: (a) Lead Entity completes all demolition activity for a residential Project; (b) Lead Entity submits to the AGO a reimbursement/disbursement request as set forth in paragraph IV9b) and a reimbursement/disbursement report as set forth in paragraph VIII(a) of this Agreement signed and certified by Lead Entity or Subrecipient, as identified in Lead Entity's Application, that all demolition activities as required were, in fact, completed; and, (c) Lead Entity completes (or causes to be completed) each other act required to be performed pursuant to the Moving Ohio Forward Demolition Program Guidelines, which are incorporated herein by reference, and submits all information required in Attachment B of the Reimbursement/Disbursement Request Manual, which is incorporated herein by reference.
- IV. **Payment of Demolition Funds.**
 - (a) **Payment Information.** Lead Entity shall have on file a Payment Information Form, attached hereto as Exhibit B. This Form shall be returned with the executed copy of this Agreement. Failure to complete the Form and return it with this Agreement will result in a delay of the first payment.
 - (b) **Request for Payment.** Lead Entity shall submit to the AGO for review and approval reimbursement/disbursement reports detailing Project expenditures which have then been incurred by Lead Entity. All expenses to be paid or reimbursed with Demolition funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Lead Entity for each demolition Project. The AGO may request, and Lead Entity shall submit to the AGO, such additional documentation as may be necessary or useful to substantiate reimbursement/disbursement request. In the event of a complete or partial denial of a reimbursement/disbursement request, the AGO shall notify Lead Entity in writing, including a statement of specific reasons for such denial, and Lead Entity shall have an opportunity to re-submit the request for payment with additional information responsive to the reason for denial. The AGO shall use reasonable efforts to issue a notice of denial, in whole or in part, and/or initiate a voucher for payment within thirty (30) days after receipt of a payment request from Lead Entity.
 - (c) **Payment of Demolition Funds.** The AGO shall disburse the Demolition Funds approximately thirty (30) days after receipt and approval of both the reimbursement/disbursement request and the reimbursement/disbursement report described in paragraph VII(a) of this Agreement. Lead Entity shall adhere to the procedures for payment for payment of Demolition Funds set forth in the Reimbursement/Disbursement Request Manual.
- V. **Demolition Funds Not Expended.** If the Demolition Funds are not expended by Lead Entity not expended in accordance with the terms and conditions of this Agreement, or not expended within the Award Period set forth in this Agreement, Lead Entity shall return such unused or improperly expended Demolition Funds within thirty (30) days after demand by the AGO. If the AGO determines that Lead Entity has not performed in accordance with the terms and conditions of this Agreement, and after the return of misspent or unused Demolition Funds to the AGO, this Agreement will terminate.
- VI. **Agreement Deadlines.** Lead Entity shall complete all Projects not later than the End Date set forth in this Agreement. If Lead Entity anticipates that a Project will not be completed by the End Date, Lead Entity shall request an extension of time to complete a Project before the scheduled End Date, pursuant to paragraph XIV(e) of this Agreement. It will be within the sole discretion of the AGO to grant or deny such extension of time. Lead Entity acknowledges that the Award Period extends beyond the End Date for purposes of reporting by Lead Entity and monitoring by the AGO of the results of the award of Demolition Funds.
- VII. **Securing Contractor(s).**
 - (a) Lead Entity shall secure qualified personnel and/or contractors to complete each Project. All personnel performing work under this Agreement shall be employees of Lead Entity, or under the direct supervision of the Lead Entity's subcontractors, or be performed by a Subrecipient and the Subrecipient's subcontractors. Lead Entity shall comply with all applicable laws governing the selection of subcontractors under this Agreement.
 - (b) Lead Entity shall bind any Subrecipients or subcontractors to the terms of this Agreement, so far as applicable to the work of the Subrecipient or subcontractor, and shall not agree to any provision which seeks to bind the AGO to terms inconsistent with, or at variance from this Agreement.
 - (c) Any contracts entered into by Lead Entity with Subrecipients or subcontractors shall include anti-kickback and non-collusion clauses and property tax certifications. Subrecipients or subcontractors shall have adequate liability and property damage insurance. All Subrecipients and subcontractors shall have policies regarding drug free workplace, equal employment opportunity, and be knowledgeable and understand Ohio Ethics and Conflicts of Interest laws.
- VIII. **Reporting.**
 - (a) **Reimbursement/Disbursement Request Report.** Lead Entity shall submit a certified report with each reimbursement/disbursement request for a completed demolition. Each report shall provide the street address, itemization of expenses claimed, and amount requested. Attachments to the report shall include photographs, invoices, authority for demolition, environmental reports and any applicable waste shipment record. One subrecipient agreement and contractor, subcontractor or vendor agreement shall be provided per entity. No Demolition Funds shall be paid to Lead Entity until the AGO receives the items described in this paragraph.
 - (b) **Final Performance Report.** Lead Entity shall submit a Final Performance Report to the AGO describing the use of the Demolition Funds during the Award Period, the outcome achieved from the expenditure of the Demolition Funds, and a brief narrative of the overall success of the Moving Ohio Forward Demolition Program including any known land reutilization,

economic and environmental benefits. Lead Entity shall adhere to all mandatory fiscal and program administration guidelines, including audit requirements, as determined by the AGO. This report, the form of which is provided in Attachment 9 of the Application, shall be submitted to the AGO no later than December 31, 2014 and sent to the following address: MovingOhioForward@OhioAttorneyGeneral.gov. Lead Entity's obligation to complete and submit the Final Performance Report shall survive the expiration of this Agreement.

- (c) Additional Information. Lead Entity shall provide to the AGO any additional reports or information relating to the Project as the AGO may from time to time reasonably request.
- IX. Adherence to State and Federal Laws and Regulations.
- (a) General. The Lead Entity, in expending the Demolition Funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances. Without limiting the generality of such obligation, Lead Entity shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings, and any and all other taxes or payroll deductions required for all employees engaged by Lead Entity in connection with each Project. Lead Entity shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- (b) Ethics. Lead Entity, by its signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Lead Entity understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
- (c) Conflict of Interest. Lead Entity shall immediately disclose in writing to the AGO any such person who, prior to or after the execution of this Agreement, acquires such a personal interest, whether voluntarily or involuntarily. Lead Entity shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to the AGO in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless the AGO determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
- (d) Non-Discrimination. Pursuant to R.C. 125.111 and the AGO's policy, Lead Entity agrees that Lead Entity and any person acting on behalf of Lead Entity shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Lead Entity further agrees that Lead Entity and any person acting on behalf of Lead Entity shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- (e) Kickbacks. Lead Entity represents and warrants to the AGO that Lead Entity has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Lead Entity covenants and agrees that Lead Entity, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Award Period of this Agreement. Lead Entity further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any reimbursement/disbursement request report.
- (g) Public Records. Lead Entity acknowledges that this Agreement and other records in the possession or control of the AGO regarding each project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.
- X. Default, Remedies and Termination.
- (a) Default. Lead Entity shall be in default of this Agreement if Lead Entity fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice (a "Default Notice") from the AGO. During the thirty-day cure period, Lead Entity shall incur only those obligations or expenditures pre-approved by the AGO that are necessary to enable Lead Entity to continue its operations and achieve compliance with the terms and conditions of this Agreement.
- (b) Remedies. Following a default by Lead Entity, the AGO may exercise one or more of the following remedies:
- (i) Discontinue Disbursements. If the Demolition Funds have not been fully disbursed, the AGO may terminate any and all of the AGO's obligations under this Agreement, including the obligation to make further disbursements of Demolition Funds.
- (ii) Demand Repayment of Demolition Funds or Liquidated Damages. Under the circumstances described in Section IV of this Agreement, the AGO may demand repayment of Demolition Funds improperly expended. Lead Entity shall not be required to repay an amount that exceeds the Demolition Funds disbursed to Lead Entity.
- (iii) Other Legal Remedies. Pursue any other legal or equitable remedies that AGO may have under this Agreement or applicable law.
- (c) Remedies Cumulative. No remedy provided to the AGO under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by AGO in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by the AGO to be expedient.
- (d) Effects of Termination. Within sixty (60) days after termination of the Agreement following any default, Lead Entity shall provide the AGO with a final report setting forth the total expenditure of the Demolition Funds by Lead Entity and the status of each project at the time of termination. The final report shall be signed and certified. This reporting obligation shall survive the termination of the Agreement.
- X. Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code have been complied with, and until such time as all necessary funds are available.
- XI. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.
- | | |
|---|--|
| If to the AGO:
Ohio Attorney General's Office
Mortgage Foreclosure Unit
30 East Broad Street, 15 th Floor
Columbus, Ohio 43215
FAX No: (866) 403-3979 | If to Lead Entity:
To the Point of Contact and address
identified in Lead Entity's Application |
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- XII. Indemnification. Lead Entity and the AGO each agree to be responsible for any personal injury or property damages caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction or as the parties may otherwise mutually agree. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.
- XIII. Miscellaneous.
- (a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

- (b) Forum and Venue. Lead Entity irrevocable submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio. In any action or proceeding arising out of or related to this Agreement, Lead Entity agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Lead Entity irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court. Nothing in this Agreement shall limit the right of the AGO to bring any action or proceedings against Lead Entity in the courts of any other jurisdiction.
- (c) Entire Agreement. This Agreement, including its exhibits, attachments and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) Amendments. Either party may at any time during the Award Period of this Agreement request amendments or modifications to this Agreement. Requests for amendment of this Agreement shall be in writing and shall specify the requested changes and the justification for each change. The parties shall review the request for amendment taking into consideration the statutes, policies and goals of the disbursement of Demolition Funds. If the parties concur on changes to the terms of this Agreement, an amendment shall be written, approved, and executed in the same manner as the Agreement.
- (f) Assignment. Neither this Agreement nor any rights, duties, or obligations of Lead Entity pursuant to this Agreement shall be assigned by Lead Entity without the prior express written consent of the AGO. Any purported assignment not made in accordance with this paragraph shall be void.

XV. Authority to Bind Parties. The person signing this document on behalf of Lead Entity is legally authorized to contractually obligate the Lead Entity. Lead Entity represents and warrants to the AGO that Lead Entity has made no false statements to the AGO or any of its employees or agents in the process of obtaining the award of Demolition Funds.

IN WITNESS WEHREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Lead Entity:
Belmont County Board of Commissioners
 By: Ginny Favede /s/
 Printed Name: Matt Coffland /s/
 Title: Mark A. Thomas /s/
 Date: 2/19/14

AGO:
Ohio Attorney General's Office
 By: _____
 Matthew J. Lampke
 Mortgage Foreclosure Counsel
 Date: _____
Approval as to form:
 By: Jessica B. Atleson /s/
 Jessica B. Atleson
 Associate Assistant Attorney General
 Business Counsel Section
 Date: 2/10/14

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP/BAHMER SITE

Motion made by Mr. Thomas, 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 1.0 mile of County Road 124 (Wright Road) for the purpose of ingress for drilling activity at the Bahmer Site.

Note: Bond No. RLB0015483 in the amount of \$400,000 is attached.

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 North May Avenue, Suite 100, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Somerset and Warren Townships, 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 Bahmer site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Bahmer 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 1.0 miles of CR 124, Wright Road and _____ miles of _____ for the purpose of ingress to and egress from the Bahmer site for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Bahmer 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 124, Wright Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with Ohio SR 800 and then southwesterly for 1 mile to the intersection with Somerset township TR 6, Homer Reed Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR (124) 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 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 \$400,000 & 00/100 DOLLARS (\$ 400,000.00) 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 February 19, 2014.

Executed in duplicate on the dates set forth below.

Authority

By: Ginny Favede /s//

Commissioner/Trustee

By: Matt Coffland /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: 2/19/14

Operator

By: J. Ross Kirtley /s/

Printed name: Ross Kirtley

Company Name: Gulfport Energy Corporation

Title: Chief Operating Officer-Ohio

Dated: 2/19/14

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) Egress is not allowed from Wright Road onto SR 800.

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.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP/BROTHERS SITE

Motion made by Mr. Thomas, 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 1.0 mile of County Road 124 (Wright Road) for the purpose of ingress for drilling activity at the Brothers Site.

Note: Bond No. RLB0015483 in the amount of \$400,000 is attached.

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 North May Avenue, Suite 100, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Somerset and Warren Townships, 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 Brothers site, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Brothers 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 1.0 miles of CR 124, Wright Road and _____ miles of _____ for the purpose of ingress to ~~and egress from~~ the Brothers site for traffic necessary for the purpose of constructing sites ~~and drilling horizontal oil and gas wells, and completion operations~~ at the Brothers 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 124, Wright Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with Ohio SR 800 and then southwesterly for 1 mile to the intersection with Somerset township TR 6, Homer Reed Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR (124) 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 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 \$400,000 & 00/100 DOLLARS (\$400,000.00) 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 February 19, 2014.
- Executed in duplicate on the dates set forth below.

<p>Authority By: <u>Ginny Favede /s//</u> Commissioner/Trustee By: <u>Matt Coffland /s/</u> Commissioner/Trustee By: <u>Mark A. Thomas /s/</u> Commissioner/Trustee By: <u>Fred F. Bennett /s/</u> County Engineer Dated: <u>2/19/14</u></p>	<p>Operator By: <u>J. Ross Kirtley /s/</u> Printed name: <u>Ross Kirtley</u> Company Name: <u>Gulfport Energy Corporation</u> Title: <u>Chief Operating Officer-Ohio</u> Dated: _____</p>
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Approved as to Form:
David K. Liberati /s/ Assistant
 County Prosecutor

Appendix A

Operator shall:

- 9) 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.
- ~~10) 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.~~
- ~~11) Upgrade CR/TR in accordance with the attached plans and/or county standards.~~
- 12) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 13) 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.
- 14) 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.
- 15) 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.
- 16) Egress is not allowed from Wright Road onto 800 by any truck.

Authority shall:

- 3) 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).
- 4) 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.

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:

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

**IN THE MATTER OF ENTERING A SUBSIDY GRANT AGREEMENT
WITH OHIO DEPT OF REHABILITATION AND CORRECTION ON
BEHALF OF COMMON PLEAS COURT AND ADULT PROBATION
FOR SMART OHIO PILOT FUNDING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Subsidy Grant Agreement with the Ohio Department of Rehabilitation and Correction, on behalf of Belmont County Common Pleas Court and Adult Probation Office, for **Smart Ohio Pilot Funding** effective March 1, 2014 to June 30, 2016 in an amount not to exceed \$250,000.00.

Note: This is to help provide resources to the Common Pleas Court for alternative sentencing options for low-level, non-violent felony offenders in the community using evidence based practices and community based treatment programs.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
SMART OHIO PILOT FUNDING**

THIS GRANT AGREEMENT (hereinafter referred to as Agreement) pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code (RC) is made and entered into effective this 19th day of February, 2014 by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), 770 West Broad Street, Columbus, Ohio and Belmont County, Ohio (hereinafter referred to as Grantee), 101 W. Main Street, St. Clairsville, Ohio 43950.

WHEREAS, the Grantee has submitted a Statement of Interest in response to Grantor's Request for Qualifications which makes funds available through the SMART Ohio Pilot Funding Grant, and

WHEREAS, the Grantor is authorized, pursuant to section 5149.30 et seq. of the Ohio Revised Code, to determine and award grant funds to assist local governments in community-based law enforcement services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

1. **Treatment Services Model:** The Grantor awards to the Grantee the sum of **\$250,000**, to be paid in five equal installments for the term beginning with the effective date of this Agreement, and ending June 30, 2015 subject to the terms and conditions of this Agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this Agreement extend beyond June 30, 2016. Total expenditures for the grant period from March 1, 2014 to June 30, 2016 will not in any case exceed **\$250,000**. The installments will be paid in the following manner:

FY 14 - Two payments of \$50,000 for a total of \$100,000.

FY 15 - Three payments of \$50,000 for a total of \$150,000.

2. The amount specified in paragraph 1 of this Agreement is subject to appropriation by the Ohio General Assembly of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2014 and 2015. The parties agree that the Grantor may modify the amount in paragraph 1 if such appropriation is less than such proposed amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor within its discretion.

3. During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantor's Statement of Interest (hereinafter referred to as Program Services) in response to Grantor's Request for Qualifications which are attached hereto and incorporated herein, in order to obtain funds available through the SMART Ohio Pilot Funding Grant. Any significant program change or reduction requires the prior written approval of the Grantor. In the event such change or reduction is approved, the Grantor may make appropriate changes in funding under this Agreement.

4. In the event that the Grantee wishes to terminate this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event, in compliance with rule 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor any funds paid to the Grantee which represents funding for Program Services not yet rendered as determined by a financial audit completed by the Grantor.

5. The Grantor's Bureau of Community Sanctions shall monitor grant activities during the grant period. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. Should this fail, the Grantee can appeal to the Grantor's Managing Director of Courts and Community for final resolution.

6. The Grantor will make payments by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the total Grant award has been expended.

7. None of the persons who will staff and manage the Program Services, including those who are receiving some or all of their salaries out of these Grant funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

8. The Grantee will make a reasonable effort to supplement the Grant funding under this Agreement to further support the Program Services. Consequently, the Grantee will comply with RC 5149.33 which states:

No municipal corporation, county, or group of counties receiving a subsidy under division (A) (1) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or

by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multicounty, municipal, municipal-county, or multicounty-municipal jail or workhouse, for any county or municipal probation department, or for any community corrections program. Each subsidy shall be used to make corrections expenditures in excess of those being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the department of rehabilitation and correction may discontinue subsidy payments to the recipient.

9. **Program Evaluation:** The Grantee shall prepare and submit pursuant to the Grantor's instructions, the following reports:

A. Progress Reports comprised of statistical data and other information. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.

B. Financial reports submitted on September 30, 2014 and August 14, 2015.

C. A final report submitted on July 30, 2016 or within 45 days from the date all grant funds have been expended, whichever date occurs first.

Failure to comply with any of these report requirements may result in the withholding of payments under this Agreement until such time as Grantee so complies. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services.

10. **Compliance:** All expenditures made by the Grantee with funds received through this Agreement shall be governed by laws of the State of Ohio. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 (Community Based Corrections Program) of the Ohio Administrative Code which are applicable under this Agreement may be cause for the Grantor to terminate this Agreement or further funding under this Agreement. Furthermore, the sum in paragraph 1 of this Agreement may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Statement of Interest; or

B. There is a financial or audit disclosure involving misuse of Grant funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce said sum shall be given in writing to the Grantee no later than sixty (60) days prior to the said termination or said reduction. The

Grantee shall have thirty (30) days following the receipt of said notice to present a request for reconsideration to the Grantor’s Managing Director of Court and Community.

11. **Conflicts of Interest and Ethics Compliance.** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor’s Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

12. **Certification of Funds.** If is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantor’s funding source.

13. **Compliance with Laws.** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

14. **Drug Free Workplace.** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

15. **Campaign Contributions.** Grantee hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R. C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

16. **Entire Agreement or Waiver.** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

A. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

B. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

17. **Notices.** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

18. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

19. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

20. **Controlling Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance there under.

21. **Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.

22. **Finding for Recovery.** Grantee warrants that it is not subject to an “unresolved” under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and Grantee shall immediately repay to Grantor any funds paid under this Agreement.

23. **Execution.** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli Date
ORDC Chief, Bureau of Community Sanctions

Sara Andrews Date
ODRC Managing Director of Court and Community

FOR THE GRANTEE:

It is hereby certified that the Board of County Commissioners has properly agreed to the terms of this Agreement and has designated the undersigned to sign on behalf of the Board.

Ginny Favede /s/ 2/19/14
County Commissioner Date

Matt Coffland /s/ 2/19/14
County Commissioner Date

Mark A. Thomas /s/ 2/19/14
County Commissioner Date

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF VEHICLES FOR USE BY THE SANITARY SEWER DISTRICT

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the purchase of one (1) 2014 Ford F-250 and two (2) 2014 GMC Sierra 1500 pick-up trucks through the State of Ohio Cooperative Purchasing Program, Contract #RS901514, for the Belmont County Sanitary Sewer District. These vehicles will be used as replacements in the fleet for the Water Department and will be purchased with WWS #2 and #3 funds.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE PROPOSAL AND CONTRACT WITH SIMPLEXGRINNELL/OAKVIEW ADMINISTRATION

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Proposal and Contract with SimplexGrinnell in the amount of \$4,284.00 to change out the sprinkler heads in the Oakview Administration Building

Tyco	220 West Kensinger Drive
Fire &	Cranberry Twp., PA 16066
Security	Tel. 724-741-3478
	Cell 412-906-0440
SimplexGrinnell	FAX 724-772-2667
	dmadaffari@simplexgrinnell.com

PROPOSAL AND CONTRACT

SimplexGrinnell Contract #	Salesperson: Nick Madaffari	Date: 2-11-14
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Invoice To: Belmont County Commissioners 101 West Main Street St. Clairsville, OH 43950 ATTN: Barb Blake	Job Location: Oakview Administration Building 45240 National Road St. Clairsville, OH 43950
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SimplexGrinnell, for and in consideration of the prices herein named, proposes to furnish the work, and/or materials herein described, subject to the conditions outlined below:

SCOPE OF WORK: Change out sprinkler heads
Add Please see Attachment "A" for complete scope of work detail

TERMS OF THIS AGREEMENT ARE	NET 30 Fixed Price \$4,284.00
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Customer signatures	SIMPLEXGRINNELL LP
BELMONT COUNTY COMMISSIONERS	Nick Madaffari
By: <u>Matt Coffland /s/</u>	Service Sales Representative
<u>Ginny Favede /s/</u>	By: _____
<u>Mark A. Thomas /s/</u>	
<u>David K. Liberati /s/ (Assistant)</u>	
PROSECUTING ATTORNEY	

Attachment "A: Scope of Work Detail

SimplexGrinnell is pleased to submit for your consideration our pricing for the sprinkler fire protection repairs at the Oakview Administration Building.

Clarifications:

- ◆ Simplex Grinnell LP will supply and install vertical sidewall, sidewall and up right heads up to 92 in number. This is to replace the painted heads on site.
- ◆ We will furnish necessary materials, and labor to install sprinkler protection as proposed.
- ◆ All pipe, sprinklers, fittings and hangers to be of standards approved by the NFPA.
- ◆ All work to be completed during normal working hours or 40-hour workweek.
- ◆ All pipes are assumed to be black steel pipes with standard fittings.
- ◆ All freight cost included.
- ◆ Inside fabrication included, however this project will require some field fabrication to be done by the installation fitters.

Exclusions:

- ◆ Painting and patching
- ◆ Electrical work, alarm work and alarm panels by others
- ◆ Standpipes, Fire pump, and underground work
- ◆ Fire hose cabinets, fire hose and fire extinguishers
- ◆ Dry systems, or any special suppression systems
- ◆ Adequate water supply to meet the hydraulic demands of the sprinkler system
- ◆ Factory Mutual (FM), IRI, Kemper, or other insurance carrier design criteria beyond the design indicated.
- ◆ Concealed sprinkler heads
- ◆ Hydrostatic testing
- ◆ Sprinklers in center line of tiles
- ◆ Asbestos abatement and disposal
- ◆ Freeze protection
- ◆ Inability to obtain a positive shutdown will result in extra charges to be incurred
- ◆ Permits and fees

Price: \$4,284.00 Dollars

In addition to the above, per the procedures required by Sarbanes Oxley, ALL of our quotations must reference our General Terms and conditions and must be faxed with our quotation or mailed at the time of the bid.

Thank you for allowing SimplexGrinnell to submit this proposal for this work.

If you have any questions please do not hesitate to contact me at (724) 741-3478

Proposal submitted by: Nick Madaffari

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING THE BID FOR HOMEMAKER AND PERSONAL CARE SERVICES FOR SENIOR SERVICES

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for homemaker and personal care services for Senior Services of Belmont County to the following providers based upon the recommendation of David Hacker, Program Coordinator.

PROVIDER	HOURLY RATE
Addus Healthcare, Inc.	\$15.25
Advanced Home Health	\$15.50
IC Home Care	\$15.25
Just Right Home Care, Inc.	\$14.88
Interim Homestyle Services	\$15.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF PUBLIC ROAD PETITION FOR THE TEMPORARY CLOSING OF A PORTION OF COUNTY ROAD 104 (SMITH ROAD)

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the following Public Road Petition for “the temporary closing of a portion of County Road 104 (Smith Road)” and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as **Road Improvement #1122** in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04**

St. Clairsville, Ohio _____ December 13, 2013

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the temporary closing of a portion of County Road 104 (Smith Road) a public road on the line hereinafter described and make application to you to institute and order proper proceedings in the premises, for temporary closing such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Beginning at a point 6236 feet Northeasterly of the centerline intersection of County Road 104 (Smith Road) and County Road 100 (Egypt North Road) in Union Township, Section 35, range 5W. Township 8N. Thence from the point of beginning northeasterly 3115 feet more or less to the terminus point 4091 feet southwesterly of the easterly intersection with Township Road 395 (Murphy Road).

The proposed improvement would be substantially on the alignment that now exists, or on an alignment that is satisfactory to the County Engineer of Belmont County, Ohio.

In order to allow sufficient time to effect such reconstruction improvements due to the mining operations, it is hereby petitioned that the existing portion of the road above described be temporarily closed for a period of 48 months from date of disturbance thereof to complete mining operations and reconstruction improvements.

Oxford Mining Company, LLC, the petitioner, herein states it is the owner of surface or right to mine and underlying and adjacent to said road and that Oxford Mining Company, LLC shall enter into agreement and will bear all costs and expenses connected with the reconstruction improvements and furnish bond in a manner and amount satisfactory to the Board of County Commissioners of Belmont County, Ohio.

Oxford Mining Company, LLC

By: Gregory J. Honish /s/

SVP, Operations

Petitioners Name	Address of Petitioner
Gregory J. Honish	Oxford Mining Company LLC
Gregory J. Honish /s/	40588 Cadiz-Piedmont Rd., Cadiz, OH 43907

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE TEMPORARY CLOSING OF A PORTION OF COUNTY ROAD 104 (SMITH ROAD) UNION TOWNSHIP, SEC. 35, T-8N, R-5W/RD IMP #1122

Office of County Commissioners

Belmont County, Ohio

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1122**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 19th day of February, 2014 at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by Oxford Mining Company, LLC, mining in the vicinity of the proposed temporary road closing has been presented to this Board of County Commissioners requesting said Board to temporarily close a portion of County Road 104 (Smith Road) located in Union Township, Sec. 35, T-8N, R-5W.

RESOLVED, That the 12th day of March, 2014 at 12:30 o'clock P.M., be fixed as the date when we will view the proposed temporary road closing, on which date we will meet at the site and go over the line of said proposed temporary closing; and be it further

RESOLVED, That the 19th day of March, 2014, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed temporary closing.

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

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

Adopted February 19, 2014

Jayne Long /s/
Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05**

ROAD IMP. # 1122

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the temporary closing of a portion of County Road 104 (Smith Road) Said road being located in Union Township Section 35, T-8N, R-5W, a public road, the general route and termini of which Road are as follows:

Beginning at a point 6236 feet Northeasterly of the centerline intersection of County Road 104 (Smith Road) and County Road 100 (Egypt North Road) in Union Township, Section 35, Range 5W, Township 8N. Thence from the point of beginning northeasterly 3115 feet more or less to the terminus point 4091 feet southwesterly of the easterly intersection with Township Road 395 (Murphy Road).

Said Board of County Commissioners has fixed the 12th day of March, 2014, at 12:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed temporary closing site, and has also fixed the 19th day of March, 2014, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed temporary road closing.

By Order of the Board of County Commissioners,
Belmont County, Ohio

Jayne Long /s/
Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays – February 25, 2014 and March 4, 2014

**IN THE MATTER OF APPROVING APPOINTMENTS
AND REAPPOINTMENTS TO THE AREA 16
WORKFORCE INVESTMENT BOARD (WIB)/BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following appointments and reappointments to the Area 16 Workforce Investment Board, (WIB), based upon the recommendation of Lisa Fijalkowski, Interim Director, Belmont County Department of Job and Family Services, for a two year term effective January 1, 2014 through December 31, 2015:

WIB Reappointments:

Barbara Godwin, Owner

MOS
Bellaire, OH 43906

Dean Holtsclaw, General Manager

Wal-Mart
St. Clairsville, OH 43950

Tim Merryman, Officer

Pipefitters Local
Shadyside, OH 43947

Marc Manheim, Supervisor

Opportunities for Ohioans with Disabilities
Canton, OH

Larry Merry, Director

Belmont County Port Authority
St. Clairsville, OH 43950

Amy Stollar, Regional Coordinator

Ohio Department of Job and Family Services
Reno, OH 45773

New WIB Appointment:

Rob Guentter, Director

Workforce and Economic Development
Belmont College
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTMENTS TO THE
WIA AREA 16 YOUTH COUNCIL/BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following reappointments to the WIA Area 16 Youth Council, based upon the recommendation of Lisa Fijalkowski, Interim Director for the Belmont County Department of Job and Family Services, for a two year term effective January 1, 2014 through December 31, 2015.

Youth Council Reappointments:

Susan Stobbs, Director
Planning/Development
Community Action Commission of Belmont County
St. Clairsville, OH 43950

John LaRoche, Supervisor
BCDJFS
St. Clairsville, OH 43950

Mike Schlanz, Supervisor
BCDJFS
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

9:30 Polly Loy, OSU Extension

Re: Proclamation-2014 Ohio Saves Week

Polly advised that banks around the community and the state will be offering special deals. At some banks if you start a savings account for a child, they will match an initial deposit of a certain amount. She will be presenting a program on managing your money at Boscov's at 6:00 p.m. OSU will then launch their six week online program where you will get email lessons, links and advice about how to get your money in order and set up a budget. Those interested in participating can send their email to OSUE Extension office to get signed up. She had literature available for those in attendance today. She noted her appreciation to the Commissioners for their support. She advised everyone should have a 3 – 6 month reserve in savings in the event something goes wrong to help keep them afloat. She encourages everyone to save.

**IN THE MATTER OF ADOPTING THE PROCLAMATION
HONORING OHIO SAVES WEEK 2014**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation honoring Ohio Saves Week 2014.

**PROCLAMATION
HONORING
OHIO SAVES WEEK 2014**

WHEREAS, personal and household savings is fundamental to Ohio's stability and vitality; and
WHEREAS, adequate emergency savings, retirement funds, and safe debt-income ratios are critical components of personal financial security; and
WHEREAS, America Saves is a national social marketing campaign to persuade, encourage, and motivate Americans to take financial action in building wealth through saving money and reducing debt;
WHEREAS, Ohio is a partner in the America Saves campaign and is committed to helping its citizens take immediate financial action to Build Wealth, Not Debt;
NOW, THEREFORE, we do hereby proclaim the week of February 24 – March 1, 2014 as

OHIO SAVES WEEK

The Board of Belmont County Commissioners hereby calls upon all citizens to start or increase an emergency fund, save money toward a goal, increase 401k contributions, or take other positive wealth-building action during **OHIO SAVES WEEK**, and pledge to sustain that action during the following year.
Adopted this 19th day of February, 2014.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/
Matt Coffland, President
Mark A. Thomas /s/
Mark A. Thomas, Vice-President
Ginny Favede /s/
Ginny Favede

Upon roll call the vote was as follows:

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

**IN THE MATTER OF COMMITTING LOCAL COUNTY FUNDS NOT TO EXCEED
\$1.9 MILLION TO THE BELMONT CO. TID/I-70/MALL ROAD CONNECTOR PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to commit local county funds not to exceed \$1.9 million to the Belmont County TID, subject to the signing of an intergovernmental agreement with the Belmont County TID. Said funds shall be used for the provision of cooperating in the development, coordination and implementation of the I-70/Mall Road Connector Project, a public connector roadway from the area of US Rt. 40, in the vicinity of Newlin Road (an existing township road).
Said connector roadway shall ultimately connect with BEL-MALL Road (Loop Road) ODOT PID 89341, to serve the travelling public, residents of the area and surrounding properties.

Upon roll call the vote was as follows:

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

DISCUSSION – Mr. Thomas added the following explanation: These funds are not being moved at the present time. They are committed to be moved. There has to be an agreement that is finalized between the Board of County Commissioners and the Belmont Co. TID. Once it is signed, it will set forth the parameters of where the funds will be used, when and how. The biggest issue is a collaborative effort between Belmont County, the City of St. Clairsville, Richland Township, the Belmont County Engineer's Office, Belomar Regional Council, and most importantly, the Ohio Dept. of Transportation, which is a public partner that is working directly with Belmont County for purposes of its project which will be to take this road from Newlin Road back in behind Sam's and Lowe's. ODOT is to build a continuation of the road and a bridge across Interstate 70 that will ultimately connect with Mall Road. There are a lot of details that need worked out. The purpose of today's motion first and foremost is a commitment by Belmont County that will help ODOT secure its funding sources in the TRAC system in Columbus.

At roll call Mrs. Favede voted 'yes' and made the following statement: I am voting yes for this because as we are trying to explain, this project has a public purpose and it is a complete project. She asked Mr. Coffland to show on the map where it will begin and end and he reviewed the same for all. He noted this will relieve a lot of the traffic coming on (Rt) 40 as a loop around our retail area. This will open up development on the Cafaro property and new developments that have commitments. He said it is a great opportunity for Belmont County to grow and he hopes all parties work well together. Mrs. Favede continued with her statement: We are not moving the money today. She said it is important to her to know that. It's a commitment that will allow ODOT to apply for the additional funding. As talked about in the past, this is about a complete project and a completely funded project. Lloyd MacAdam tells us he needs our commitment to this project in writing so that he is able to apply for funding for that center section. She has asked for a status meeting with ODOT with interested parties; the Commissioners, TID, ODOT, the Stewart's, the City of St. Clairsville, and potentially Equity. He has committed to coming down next week to have that meeting so that we are all on the same page moving forward together. She said there will be a meeting next week with the TID separately where we will discuss the intergovernmental agreement where we will take action, probably in two weeks on March 5th, to sign that. That is contingent upon our discussions next week. At that point we will have an agreement allowing the TID to be the executor's of the project, but we are not anticipating moving the money until late summer when we know that all the funds are in place to move forward. She said she knows there was some grave concern that we were building a stub road. She is committed to a complete project and she thinks her colleagues are as well. She noted we are just going through the motions that are necessary in order to receive the funding to see that project through to completion.

Mr. Coffland said the following: I think it's important to note that the funding sources that we have right now with the commitment of the \$1.9 million from the County; the TID already has close to \$700,000.00 in place; we have a commitment from Belomar of over \$1 million; and we have an earmark of close to \$5 million. Adding that up, we're in the neighborhood of almost \$9 million funding for this project already. It is important to know that the Cafaro's have committed and are already working on a project. We do need additional funding, but the message we

are sending to Columbus is, we've stepped up and done our job, we've got almost all the money and we need a little bit of help to finish this project. Mr. Coffland believes that the state will come through with the additional dollars to complete this and he believes we are real close to completing it with the funding that we have in place, provided that we don't have to use a whole lot for land acquisition.

Mr. Thomas said it was also important to note going back to some of the history of this. In 2007 the Belmont Co. TID was created solely for this purpose of where we finally are today. At that time he was on the board that created it. Mr. Thomas stated, "Back 10 years ago we were acutely aware through our relationship with ODOT of the traffic issues that were then in Belmont County, what was projected to date, and what would be projected even further out. The TID was created because it has the abilities to acquire monies from the state legislature, and when Commissioner Coffland alluded to the approximate \$700,000.00 that the TID has of its own money, which I want to make clear as I did with my two colleagues, and you two board members here, are obviously members of the TID, so this is going to be for you to address, and I think you obviously agree that the TID monies will continually be used. The motion that's made today is that we are committing the funds not to exceed \$1.9 million. There's a very good chance that we will not even come close to spending that entire amount of money. That remains to be seen at this point, but it's important to know the history, that the sole purpose of this is to help facilitate traffic flow. If you see the studies from ODOT at what's going to happen in the next 10-20 years, this project makes all the sense to get done. Those of you who live here in the area, those of you who have traveled out to the two mega retail centers, know what we're talking about and that's why 7 years ago we made the decision to create this TID, which will ultimately be the entity that is the collaboration with ODOT in helping build the road. I think that's important to note also."

Mr. Coffland stated, "Going back as far as 2010, ODOT made a commitment, and I don't know if you noticed they widened the off ramp going westbound, the Mall Road; that widening of Mall Road was Phase I. Phase II was the upgrade of the signals there. These were all commitments that ODOT has held to. I just want to thank ODOT because they have stuck to their schedule of what they promised us back in 2010 as far as the upgrades to Mall Road, the traffic signals, and now we are at the connector road; basically Phase III of the commitments that they told us back as early as February of 2010."

The board took questions. Wilbur Winland asked, "Was this money anticipated and included in the general budget. I am assuming that this is money that's being moved from the General Fund to the TID." Mrs. Favede answered, "\$900,000.00 of it actually has been set aside, and has been set aside for the past several years. We do not actually, technically, have \$1.9 million right now. We only have \$900,000.00 of that. There was \$1.9 million and some change in a fund. We moved out \$1 million last year in June of 2013 to allow Mr. Bennett to do much needed road improvements throughout Belmont County." Mr. Winland said, "So then the \$1 million is over and above the budgetary amount." Mrs. Favede said, "Yes." Mr. Winland said, "And we are going to get that money from increased tax revenues?" Mr. Coffland responded, "No." He explained we signed a lease with Rice Energy for over \$3 million. We are negotiating right now with another 426 acres which will bring in another \$3 million plus. There are funding sources out there that are available to move this money when the time comes that has not been earmarked for anything yet. He said we looked at \$1.2 million for some water and sewer upgrades out of the original \$3 million. Sales tax is also up. Mr. Winland remarked that in previous meetings it was talked about borrowing another \$3 million. He said, "We have all this money coming in and we still have to borrow \$3 million more which will top our borrowing?" Mr. Thomas told Mr. Winland he would be happy to sit with him and explain in greater detail and answer his questions. Mr. Thomas extended that offer to anyone present who wants to sit with any member of the board to further explain what they are doing. Mr. Thomas explained the money needed for water and sewer upgrade are completely separate issues. He also offered to sit down and explain that. Mr. Winland still took issue with borrowing money and asked that it be explained to the citizens, not to him. Mr. Thomas said it has been. It is all public record. Mr. Thomas said he got the impression Mr. Winland was against the water and sewer upgrades that are needed and will help the county grow and increase our tax base. He again offered to sit down with him to explain. Commissioner Favede said she thinks Mr. Winland has a valid question and is looking for transparency. She said we have a budget but we spend more. She gave examples such as health insurance numbers that are not included in the budget. Mr. Coffland said, "We have broken numbers down for you." He said he also is willing to meet and explain the numbers. Mr. Winland said he wants to see a true budget versus true spending and why the need to borrow. Mr. Thomas said everything is public record and he would be happy to meet and have the Auditor present also.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:15 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, and Jack Regis, Facilities Manager, 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:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:25 A.M.

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF APPROVING THE HIRING OF ELWOOD RAY, JR., AS A FULL-TIME MAINTENANCE EMPLOYEE/BUILDINGS AND GROUNDS DEPT.

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Elwood Ray, Jr. as a full-time maintenance employee for the Belmont County Buildings & Grounds Dept. at the rate of \$ 9.23 per hour beginning Monday, February 24, 2014, based upon the recommendation of Jack Regis, Belmont County Buildings and Grounds/Facilities Manager.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF
TAMMY SAMUELS AS A FULL-TIME HOUSEKEEPING
EMPLOYEE/BUILDINGS AND GROUNDS DEPT.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Tammy Samuels as a full-time housekeeping employee for the Belmont County Buildings & Grounds Department at the rate of \$8.87 per hour beginning Monday, February 24, 2014, based upon the recommendation of Jack Regis, Belmont County Buildings & Grounds Facilities Manager.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Frank Papini wanted it noted on the record that he appreciates the information he was given on the roadway. He is for development. He said any road that can be put in and any development that can be done, he stands by it 100%.

Jerry Milliken from Flushing inquired as to the status of the Flushing Senior Center. Mr. Coffland said the board is still working on it. Mrs. Favede said for the record she is still committed to a new center for Flushing and for St. Clairsville. That money was set aside. The issue we have before us is to actually purchase the (Flushing) property and to allow Mr. Hacker to work with Bricker & Eckler to create an RFQ (Request For Qualifications) to hire a qualified architect to design a facility and go from there. Mr. Coffland said there is some concern that the property lot is not as big as we thought.

Richard Hord requested an update on the former Sheriff's Residence. Mrs. Favede advised she is meeting with Tourism this week. One of the issues they are trying to work out is the fact that treasured artifacts are going to be moved into the county museum. A primary concern is the security of the building and who has access to it. They also need to define the costs of setting it up as a museum and the displays so items will be presented properly to the public.

Bob Stewart wanted to clarify that the \$1.9 million commitment that the county is making to the TID is contingent upon the entire loop road project being approved by ODOT and the entire road, not just a stub road. Mrs. Favede said, "For me, personally, yes. That is my answer, yes." Mr. Thomas said, "And my answer is no. What I think the funding is contingent upon the intergovernmental agreement being in place, but that's..." Mr. Stewart interrupted and said, "I need clarification. What is the \$1.9 million for?" Mrs. Favede replied, "To allow ODOT to apply for funding for TRAC funds that will, hopefully, finish the project." Mr. Stewart asked, "For the entire project?" Mrs. Favede said, "Yes." Mr. Stewart said, "Not just the stub road to the Stein property?" Mr. Thomas said, "But my position is, just so you are clear, is that while I agree with Commissioner Favede, I mean the purposes I stated was to permit ODOT to get additional stranglehold, strength of funding sources to TRAC. But I guess my point is that as we sit here today, my goal is that the entire issue is resolved in that project, that the entire issues in the project are resolved, but also, but this is up to the TID, not up to me, that the timeline will be set out far enough in advance to where it won't be an issue. Meaning, if there is a road built there with the county funds, as you know the commitment of the \$1.9 Mr. Stewart obviously is to build the road back in behind to the Stein property. What Commissioner Favede, her position is, that she wants that contingent upon the entire project. Mr. Stewart said, "Isn't that reasonable?" Mr. Thomas replied, "It's a reasonable, yes. It's reasonable, but that's not necessarily my position. My position is that the TID take a look at a timeline to which it would possibly build that road after we know whether or not the ODOT TRAC funding was approved, and then it might become a moot point. But as of today, there's no commitment to build a road or anything of that sort anytime soon. It's just not going to happen. Hopefully, that answers. That's my position. I guess what I'm saying is, I'm feeling very confident, based upon my meetings with ODOT and the way this is all playing out with local funding, some private funding, the earmark, and the Deputy District Director's position as it relates to his positioning of the project for his personal goals, that I'm feeling confident that it will get funded to where the project that Commissioner Coffland showed will, from its situs to its end will take place. But I think what you are going to see is, that the timeline will be that before any county money is spent by the TID, that we'll have that answer."

Mr. Stewart said, "So did the motion that was made, actually clarify that?" Mr. Thomas answered, "No, I don't know that it did, but I mean the motion was to commit the funds." Mrs. Favede said, "There was some concern because I did want language inserted that stipulated contingent upon full funding of the project. There was some concern on behalf of Commissioner Thomas that we couldn't put conditions on the commitment; that it would cause problems at the level of TRAC application; that it would prevent our ability to acquire that successful receipt of TRAC funds, if we put conditions on our support." Mr. Thomas added, "Any local match, any local funding match with ODOT score extra points in the TRAC process, but it can't be contingent. If it's contingent, then the points, which can be I guess very subjective in how the council sits at ODOT, we won't have those points go towards the project, if it's contingent funding." Mr. Stewart then asked, "Ok, so how is the motion actually written?" Mr. Thomas responded, "As however it was read." Mr. Stewart asked for a copy of the motion and was provided one.

Jeannie Dunlap from the Centerville Senior Center, along with Stella Lee Ramsay, stated there were rumors that the Department of Job & Family Services would be taking over senior services. She knew the board had said last week this did not come from the Commissioners' office, but the rumors are still out there. She presented petitions with almost 300 signatures of those not want DJFS to come in and take over. Commissioner Favede said, "I have no intention of moving Senior Services back under DJFS. No disrespect to JFS, but they have their plate full as well. They need to concentrate on their primary mission of taking care of the citizens of Belmont County with their own priorities and I, for one, don't see any reason in order to do that. It causes me great concern that the senior citizens of Belmont County are so concerned that you are taking your time to solicit and I apologize for that."

Mr. Thomas said, "The rumors are not emanating from this office, so I don't even know what to tell you." Mr. Coffland stated, "And all I've ever tried to show everyone as an elected official, that you elect me to watch tax dollars, was to sit and compare the dollar value. To me it does not matter who runs it or what, but you've got to understand where the funding comes from and the source. That's what Mr. Hord has asked for; that's what Mr. Bianconi has asked for; everything the dollar value because we are responsible for the funding to see that that goes through, and that's all I've ever laid out; the difference in the two options of where it was and where it is now on the dollar for dollar value and if you as a taxpayer, I would think you would at least want that done. It's your tax dollars, so who ever runs it, what you need to watch is the cost of what is costs to run to operate any business because anyone who is in business knows, if you don't watch the cost of doing business, you will not be in business. We were at that term if you remember at the end of 2008; you were out of business. You lost all of your directors and this is the one thing that I continue to tell you to watch that, you want this, but you don't want to watch what funds it. What funding mechanism is what makes it all possible and that's what I ask everyone to look up and pay attention to; not who's running it and how. Look at the dollar value. That's what you elect us to do and I am trying to lay it out to you and show you, here it is and where it is, and that's what I think Mr. Hord asked for next week or in April to come in and see where you are at. Because if you continue down the road that's going to put you out of business and I'm not saying you are...that's what you have to watch. That's our job to watch and that's what I've always said. You operate on a \$3 million budget and when you are over that, you've got one of two choices; either cut services or go back to the ballot box. And that's what you need to watch. You can run all the petitions you want. You need to watch the numbers and that's where you need to pay attention to the sheet that's put in your center because that's what makes everything possible, your trips and everything."

Mr. Thomas expressed appreciation for them coming here to get the facts. Mr. Thomas noted with him being new, he needs a big picture of the master plan of physical facilities. He will be meeting with Mr. Hacker on Friday to be brought up to speed. He has not made any decisions.

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The switch was made before Mr. Thomas came into office. He said, "If it's running efficiently and in the black, then there may be no reason to change it." Mrs. Favede pointed out that she thinks that the concern is Mr. Thomas keeps saying he's not sure. Mr. Thomas stated there has never been any dialogue about switching it back.

Mike Bianconi voiced his displeasure at holding Open Public Forum at the end of the meeting. Mr. Coffland said we will talk about compromising. He stated it is important to get the motions done to then take any questions on the action taken. Mr. Thomas noted Open Public Forum is a courtesy and secondary to the statutory duties of the commission meeting. He also noted it is a needed courtesy and will continue.

Note: Commissioner Favede left to attend OMEGA meeting.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:00 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 11:00 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 26th day of February, 2014.

_____ COUNTY COMMISSIONERS

We, Matt Coffland and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

_____ PRESIDENT

_____ CLERK