

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

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Fax line-Magistrate/General Fund	87.78
A-DLT Solutions	Subscription/License-GIS Projects/General Fund	4,610.83
A-Draft-Co., Inc.	Web hosting-GIS Projects	500.00
A-Honey Baked Ham	LCPB Lunch-Common Pleas Court/General Fund	95.71
A-Ohio Assoc. of Magistrates	2014 Dues/General Fund	125.00
A-Quill	Supplies-Common Pleas/General Fund	187.45
A-Redwood Toxicology	Drug testing-Adult Probation/General Fund	964.31
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	112.02
K-OHPELRA c/o CCAO	Registration Fee/Engineer MVGT Fund	399.00
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	137.93
O-Ohio Treasurer-Josh Mandel	Principal Loan Payments/Neffs Bond Retirement Fund	10,519.87
P-EORWA	Sewage disposal/BCSSD Funds	96,907.50
P-Postmaster	Services/BCSSD Funds	15,000.00
P-Postmaster	Supplies/BCSSD Funds	1,080.00
P-Treasurer State of Ohio	Discharge Fees/BCSSD Funds	2,800.00
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	1,155.00
S-Cardmember Service	Activities/Oakview Juvenile Residential Fund	106.00
S-Columbia Gas	Fuel/Utilities/Oakview Juvenile Residential Fund	2,552.47
S-Crystal Springs	Water/Western Div. Ct. Computer Fund	48.43
S-Digital Data	Computer monitor/Port Authority Fund	186.22
S-TSG	Offsite backup/Eastern Div. Ct. Computer Fund	198.76
S-TSG	Data backup & vaulting/Northern Div. Ct. Computer Fund	317.24
S-United Bank	Armory Property Mortgage/Port Authority Fund	1,793.62
S-Wal-Mart Community	Supplies & food/District Detention Home Fund	2,581.20
S-Wal-Mart Community	Supplies/Oakview Juvenile Residential Center Fund	468.23
Y-Health Plan PPO	February premium/Employee's Share Holding Account	381,818.50

**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 January 29, 2014 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$16,204.02; \$12,491.19; \$67,384.61
A-GENERAL/COMMON PLEAS	\$3,747.44
A-GENERAL/JUVENILE COURT	\$215.89
A-GENERAL/RECORDER	\$373.34
A-GENERAL/911	\$1,078.62; \$47,658.46; \$45,160.31
B-Dog Kennel	\$1,168.67; \$1,740.40
H-Job & Family, CSEA	\$22,290.02
H-Job & Family, Public Assistance	\$1,131.53; \$1,000.00; \$1,017.64
H-Job & Family, WIA	\$20,697.30; \$239,212.50
K-Engineer MVGT	\$25,346.72; \$58.22
M-Juvenile Ct. – Placement Services	\$32,509.18
M-Juvenile Ct. – Placement II	\$1,022.31
M-Juvenile Ct. – Title IV-E Reimb	\$600.00
P-Oakview Admn Bldg.	\$4,184.54
P-Sanitary Sewer District	\$126,266.20; 3,765.15; \$83,326.79; \$3,765.26; \$5,804.86; \$14,255.35; \$3,309.75 \$897.83; \$9,951.02; \$16,055.84; \$3,995.26
S-Certificate of Title Adm Fund	\$3,796.30
S-Common Pleas Court-General Special Projects	\$7,940.99
S-District Detention Home	\$2,568.54
S-Job & Family, Children Services	\$969.58; \$75,301.50
S-Oakview Juvenile Residential Center	\$193.25
S-Probate Court Conduct of Business	\$74.00
S-Senior Program	\$31,700.23; \$1,856.47; \$5,679.56
S-Western Div. Court Computer	\$298.75
W-Marriage Licenses	\$9,808.00

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 transfers within the following funds:

**BCDJFS/WORKFORCE DEVELOPEMNT FUND/H05**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2600-H005-H11.000 Flood Expenses	E-2600-H005-H09.000 Other Expenses	\$20,960.41

**BCSSD FUNDS/VARIOUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P25.000 Purchased Water	\$102,000.00
E-3707-P056-P16.074 Transfers Out	E-3707-P056-P18.000 Yorkville Renovations	\$1,450.00

**OAKVIEW JUVENILE REHABILITATION FUND/S30**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S30-S40.000 Grant Holding	E-8010-S30-S51.002 Salaries	\$13,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN**

**BCDJF/WIA AREA 16 FUND/H08**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfer within fund for the BCDJFS/WIA Area 16 Fund/H08:

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2610-H008-H08.000 Harrison DJFS-WIA-Wind	E-2610-H008-H07.000 BCDJFS-WIA-Wind	\$16,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION**

**CHARGEBACKS-JANUARY AND FEBRUARY, 2014**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for January and February, 2014.

E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	4,755.68
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	17,832.22
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	27,337.26
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	4,752.52
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	1,982.06
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	2,973.08
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	1,583.12
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	395.78
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	2,773.62
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	791.56
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	1,583.12
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	87,191.68
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	117,610.46
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	17,845.20
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,982.06
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	2,178.37
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	33,843.43
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	12,532.44
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	2,973.09
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	53,318.44
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,716.64
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	991.03
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	991.03
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	19,222.19
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	<b>WATER DEPARTMENT</b>		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,339.76
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	19,621.08
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	4,295.72
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	5,420.46
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	719.42
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	268.00
	<b>COUNTY HEALTH</b>		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	4,538.81
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00

E-2227-F074-F03.002	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	1,882.96
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,973.09
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	594.60
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	712.40
E-2216-F078-F01.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	3,964.12
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	Healthy Homes	R-9891-Y091-Y01.500	0.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
	<b>Juv Court/Grants</b>		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	2,773.62
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	3,964.12
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,964.12
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	791.56
<b>TOTALS</b>			<b>487,979.92</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by 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\*\***

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS/  
BCSSD/NEFFS BOND RETIREMENT FUND/O12**

E-9312-O012-O01.050 Principal Loan Payment \$11,002.74

**\*\*JANUARY 29, 2014\*\***

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS/  
BCDJFS/WORKFORCE DEVELOPMENT FUND/H05**

E-2600-H005-H12.000 Windstorm NEG-26 \$26,000.00

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS/  
BCDJFS/WIA AREA 16 FUND/H08**

E-2610-H008-H07.000 Windstorm NEG-26/Belmont Co. \$26,000.00  
 E-2610-H008-H08.000 Windstorm NEG-25/Harrison Co. \$32,000.00

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 January 29, 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 REQUEST FOR CERTIFICATION  
OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **CDBG- GRANT FORMULA - \$13,768.00** paid into R-9702-T011-T01.501 on Jan. 22, 2014, Draw No. 171, Grant #B-W-11-1AG-1.

Upon roll call the vote was as follows:

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

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

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

**BCDJFS** – Michael Schlanz to travel to Cadiz, OH, on Jan. 27, 2014, to attend Bus. Resource Network Monthly Roundtable, and on Jan. 29, 2014, to attend a Workforce Investment Act Meeting.

**EMA** – Director Dave Ivan and Secretary Becky Horne to travel to NORIMAC (Northern Ohio River Industrial Mutual Aid Council) meetings held on the 4<sup>th</sup> Wednesday of each month in the vicinity of Moundsville, WV. A county-owned vehicle will be used.

**SENIOR SERVICES** - Donna Steadman and Bradley Bruce to travel to Moundsville, WV, on Feb. 6, 11, 18, and 25, 2014 to facilitate a senior center outing.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Mike Bianconi expressed his disapproval for building or buying more senior centers, such as the Flushing Senior Center. He feels the centers should be consolidated into one large center. He said he has reviewed the figures on meal delivery and thinks the one-on-one contact is important for the home bound seniors. He would like to see the seniors to come together and mingle with the other seniors from all over instead of just being with the same group in the individual centers. Commissioner Thomas said this exact discussion was held at this week’s work session as far as the Flushing Center, facilities, and the kitchen. He said the board is putting the need for a new kitchen facility first as it serves the entire county. Mrs. Favede advised said the Lansing Community Center has asked to become a senior center and that they were made the promise that it would. She said she worked with Vince Gianangeli to validate the cost of what an additional center would be by looking at what the other 10 centers were costing us today between the employment, rent, utilities, etc. She stated we have almost three-quarters of one million dollars on an annual basis tied up in senior centers. Discussions were also held on the potential of renovating the Hab Center, primarily because we own it; we have no costs tied up in it; water and sewer are already attached to it; and OMEGA has two different grant opportunities that Senior Services could apply for and utilize that money to renovate that center. It also has a kitchen that is operational and could be brought back up to standards very quickly. Mr. Hacker’s theory is to start with a portion of that building and get the kitchen and offices up and running and then add on to it in phases and create a county senior center within it. Then over a period of time, hold events there so that the seniors that want that option have a county senior center, rather than shutting down their individual centers. Mrs. Favede is afraid if the centers are shut down, the seniors will just stay at home and no one wants that. Social interaction is needed. Mr. Coffland stated before he makes a decision on doing anything, operational costs to him are most important. He said our senior service centers make up 10% of the total senior population that we serve. He said a meeting is scheduled next week with the new director to review costs. He said \$3 million is brought in by levy dollars. Two million dollars is put away for buildings. Mr. Coffland needs the figures on what it costs to operate now, because he does not want to have to come back in a couple of years and ask for another levy to run Senior Services. Frank Papini said he thinks consideration needs to be taken about the displacement factor as far as the seniors go. He said a lot of seniors like being in their own neighborhood. Wilbur Winland asked if the board has looked at a needs assessment for the seniors and asked them (the seniors) what they want and need. Can they be transported, etc? He suggested town hall meetings with the seniors and a quick analysis to see if funds are available to provide the same.

**IN THE MATTER OF RESCHEDULING THE BOARD’S REGULAR MEETING OF MARCH 5 TO MARCH 6, 2013**

Motion made by Mr. Thomas, seconded by Mr. Coffland to reschedule the Board’s regular from Wednesday, March 5 to Thursday, March 6 at 9:00 a.m. due to a scheduling conflict and to notify the media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR PILOT TRAVEL CENTERS, LLC, DBA PILOT TRAVEL CENTER 449 UNION TOWNSHIP, BELMONT, OHIO**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a liquor permit for Pilot Travel Centers, LLC, DBA Pilot Travel Center 449, 66377 Belmont Morristown Rd., Union Twp., Belmont, Oh 43718, Permit B TREX 6928228-0155. There have been no objections received and the Board of County Commissioners has no objections to the permit

*Note: C1 permit- Beer only in original sealed containers for carry out only until one a.m.*

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/HAYES 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 mile of County Road 100, McMillan Road, and Bridge BEL-KIR-712-3.75, for the purpose of ingress and egress for drilling activity at the Hayes site.

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

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

**RECITALS**

**WHEREAS**, Authority has control of the al county roads within Union Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and  
**WHEREAS**, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Amanda Site including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Amanda site (hereafter collectively referred to as “oil and gas development site”) located in Union Township, in Belmont County, Ohio; and  
**WHEREAS**, Operator intends to commence use of 1 mile of CR 100, McMillan Road and Bridge BEL-KIR-712-3.75 for the purpose of ingress to and egress from the Hayes, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Amanda 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 100, McMillan, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with TR 174, Winding Hill Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 100 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 N/A & 00/100 DOLLARS (\$ N/A .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 January 29, 2014.

Executed in duplicate on the dates set forth below.

**Authority**  
 By: Matt Coffland /s/  
 Commissioner/Trustee  
 By: Mark A. Thomas /s/  
 Commissioner/Trustee  
 By: Ginny Favede /s/  
 Commissioner/Trustee  
 By: Fred F. Bennett /s/  
 County Engineer  
 Dated: 1/29/14

**Operator**  
 By: J. Ross Kirtley /s/  
 Printed name: Ross Kirtley  
 Company Name: Gulfport Energy Corporation  
 Title: Chief Operating Officer-Ohio  
 Dated: 1/29/14

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.

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.

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 ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORP/SANDRA 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 1.6 miles of County Road 100, McMillan Road, for the purpose of ingress and egress for drilling activity at the Sandra site.

**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 al county roads within Union Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

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

**WHEREAS**, Operator intends to commence use of 1.6 miles of CR 100, McMillan Road for the purpose of ingress to and egress from the Sandra, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Sandra 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 100, McMillan, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with US 40 and ending at the Access to the site. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 100 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 N/A & 00/100 DOLLARS (\$ N/A .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 January 29, 2014.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Ginny Favede /s/

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: 1/29/14

**Operator**

By: J. Ross Kirtley /s/

Printed name: Ross Kirtley

Company Name: Gulfport Energy Corporation

Title: Chief Operating Officer-Ohio

Dated: 1/29/14

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.

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.

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 AUTHORIZING COMMISSION PRESIDENT TO SIGN THE PROPOSED TITLE XX COUNTY PROFILE FOR PROGRAM PERIOD OCT. 1, 2014-SEPT. 30, 2015/BCDJFS**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to sign the proposed Title XX County Profile for Program Period October 1, 2014 through September 30, 2015, to be submitted to the Ohio Department of Job and Family Services by the Belmont County Department of Job & Family Services.

*Note: The plan discloses how BCDJFS intends to spend the Federal Title XX allocation for the delivery of social services to our County.*

Upon roll call the vote was as follows:

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

**ANNOUNCEMENT** – Mrs. Favede advised the Auditor will be allowing two (2) additional days for dog licensing without penalty due to the unforeseen weather conditions causing the closure of the Belmont County Courthouse.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:20 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:30 A.M.**

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

Upon roll call the vote was as follows:

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

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

**9:30 Public Hearing-Road Improvement #1121**

Present for the hearing were Engineer’s Drafting Tech II Dustin Reed and Joselyn King from The Intelligencer. Dustin advised he was the only one who went to the road view. He presented maps and advised the Engineer’s Department does not have any issues. Petitioner Marsha McCort was present and advised these alleys have been closed for over 43 years. She stated all the neighbors are fine with this vacation.

**IN THE MATTER OF THE VACATION OF 3 UNNAMED 14 FOOT ALLEYS IN BAILEY’S MILLS WARREN TOWNSHIP, SEC. 31, T-8, R-6/RD IMP 1121**

**REPORT OF COUNTY ENGINEER  
OHIO REV. CODE, SEC. 5553.06**

Date: 01/27/2014

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

The undersigned, in obedience to your order, dated January 22, 2014 proceeded on January 27, 2014 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should \_\_\_\_\_ be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner, accompany this report and are made apart hereof.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:

“See Attached Map”

The undersigned recommends the following changes in the proposed improvement which to his judgment should be made in the event the proposed improvement be granted to-wit:

Fred F. Bennett/s/  
County Engineer of Belmont County, Ohio



**IN THE MATTER OF THE VACATION OF  
3 UNNAMED 14 FOOT ALLEYS IN  
BAILEY'S MILLS  
WARREN TOWNSHIP, SEC. 31, T-8, R-6/RD IMP 1121**

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.**

**Rd. Imp. #1121**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 29th day of January, 2014 in the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Thomas
- Mr. Coffland

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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 the 29th day of January, 2014

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

**IN THE MATTER OF EXTENDING THE BID OPENING FOR  
HOMEMAKER AND PERSONAL CARE SERVICES FOR SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to extend the bid opening for homemaker and personal care services for Senior Services of Belmont County for one full week. Sealed bids will be accepted by the Belmont County Board of Commissioners, 101 W. Main St., St. Clairsville, OH, 43950 until 10:00 a.m. on Wednesday, February 5, 2014, then at said office publicly opened and read aloud. *Note: This is due to the fact that the courthouse was closed due to extreme weather on Tuesday, Jan 28, 2014, which was the initial deadline for bids.*

Upon roll call the vote was as follows:

- |              |     |
|--------------|-----|
| Mr. Thomas   | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede  | Yes |

**ANNOUNCEMENT** - Mrs. Favede said on Wednesday, Jan. 22, 2014, the House of Representatives joined their Senate counterparts in approving Senate Joint Resolution 6, which is known as SJR6. This legislation will reauthorize the State Capital Improvement Program for another 10 years, while increasing the total funding by \$25 million for the first 5 years and \$50 million for the final 5 years. This is the money that we refer to as Issue II money, which is very important to our local governments. This would account for an increase of \$525 million throughout the life of the program totaling \$1.875 billion in assistance to local governments throughout the State of Ohio. This will be on the ballot in May for Ohio voters to renew the program for another 10 years. This is the 4<sup>th</sup> time that it has been on the ballot. This is significant for our area. It is how trustees, municipalities and our fire departments make significant advances in what they do.

Commissioner Favede is testifying later today in Columbus, with County Commissioners from the surrounding area, before the Ways and Means Committee in support of revenues from the oil and gas proceeds being returned directly to county and local governments.

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

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the minutes of the Belmont County Board of Commissioners **regular meeting** of November 13, 2013.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF  
ALLEYS IN BOSTON LOCATED IN  
SOMERSET TOWNSHIP  
SEC. 20, T-7, R-6-4/RD IMP 1120**

Office of County Commissioners  
Belmont County, Ohio

A Public Road

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 29th day of January, 2014, at the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Coffland
- Mr. Thomas

**RESOLUTION – ORDER TO CLOSE ROAD**

Sec. 5553.10 R.C

Mrs. Favede moved the adoption of the following Resolution:

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

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

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be <sup>1</sup>vacated, as ordered heretofore, made on journal of the date of January 15, 2014, and a copy of this resolution be forwarded to the Somerset Township Trustees.

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

- Mrs. Favede \_\_\_\_\_, Yes
- Mr. Coffland \_\_\_\_\_, Yes
- Mr. Thomas \_\_\_\_\_, Yes

Adopted the 29th day of January, 2014

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

**RECONVENED THURSDAY, JANUARY 30, 2014.  
PRESENT: COMMISSIONERS FAVEDE AND COFFLAND. ABSENT: COMMISSIONER THOMAS.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 2:10 P.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 2:10 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 5th 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