

St. Clairsville, Ohio

July 9, 2014

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Crystal Springs	Water-Treasurer/General Fund	22.12
A-Draft-Co., Inc.	Web hosting-GIS Projects/General Fund	500.00
A-Smartbill	Manufactured homes billing-Treasurer/General Fund	110.79
K-Wells Fargo Payment Center	Visa card/Engineer MVGT Fund	472.54
P-Riesbeck's	Meeting & mock commissaries/Special Emergency Planning Fund/LEPC	62.47
S-ATT Communications	Office phones/Port Authority Fund	129.20
S-CORSA	Insurance/District Detention Home Fund	21,328.00
S-Glynis Valenti	Reimbursement for postage/Port Authority Fund	12.35
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-Kent State Tuscarawas/Office of Business & Comm.	EODA Board meeting/luncheon/Port Authority Fund	20.00
S-Riesbeck's Food Markets, Inc.	Food-June/District Detention Home Fund	916.22
S-Times Leader	6 month subscription/Port Authority Fund	93.60
W-Myser & Davies	Title search for foreclosures/DRETAC Treasurer's Office Fund	1,000.00

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 July 9, 2014 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$12,924.48; \$15,743.43
A-GENERAL/ATTORNEY FEES	\$3,258.43
A-GENERAL/EMA	\$1,354.80
A-GENERAL/INDIGENT BURIAL	\$500.00
A-GENERAL/RECORDER	\$8,013.23
A-GENERAL/SHERIFF	\$21,866.75
A-GENERAL/911	\$35,685.37
B-Dog Kennel	\$1,173.76
G-Convention and Visitors Bureau	\$50,000.00
H-Job & Family, CSEA	\$6,496.52
H-Job & Family, Pubic Assistance	\$2,510.40; \$5,074.47; \$83,110.51; \$51,457.13; \$37,573.15; \$3,966.00
H-Job & Family, WIA	\$11,247.74
K-Engineer MVGT	\$2,546.38; \$24,770.34
M-Juvenile Ct. – Care & Custody	\$310.00
M-Juvenile Ct. – Intake Coordinator	\$1,370.00
P-Oakview Admn Bldg.	\$2,764.72; \$61.80
S-District Detention Home	\$6,014.90
S-Eastern Ct. General Special Projects	\$250.22
S-Job & Family, Children Services	\$26,001.16
S-Oakview Juvenile Residential Center	\$4,331.66
S-Probate Court-Computer Fund	\$460.00
S-Senior Services	\$24,158.03
S-Sheriff CCW	\$3,125.00
S-Sheriff Commissary	\$3,420.38
U-Sheriff's Reserve Account	\$347.45

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 fund for the following funds:

P05 WWS #3 REVENUE FUND/BCSSD

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-3702-P005-P23.011 Contract Services	E-3702-P005-P22.000 Contract Repairs	\$1,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

S00 COMMISSARY FUND/SHERIFF AND THE GENERAL FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-5100-S000-S01.010 Commissary	E-0131-A006-A03.002 Jail-Salaries	\$8,335.60
E-5100-S000-S01.010 Commissary	E-0131-A006-A13.003 PERS/SPRS	\$1,508.74

E-5100-S000-S01.010 Commissary	E-0256-A014-A06.006 Group & Liability	\$3,514.05
E-5100-S000-S01.010 Commissary	E-0256-A014-A14.004 Workers Comp	\$416.78

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-1600-B000-B03.010	Supplies	\$7,000.00
E-1600-B000-B11.000	Other Expenses	\$3,000.00

W50 MARRIAGE LICENSE FUND

E-9711-W050-W03.000	Marriage License	\$5,604.50
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****JUNE 25, 2014****

GENERAL FUND/SHERIFF

E-0131-A006-A09.000	Medical	\$928.32
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****JULY 9, 2014****

GENERAL FUND

E-0051-A001-A28.000	Other Expense	\$28,400.97
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Proceeds from the 2014 Belmont County Auction held 06/28/14.

E-0121-A006-B02.002	Recorders/Salaries-Emp	\$21,000.00
E-0131-A006-A04.002	Sheriff/Salaries-Road Deputies	\$ 1,680.00
E-0170-A006-G12.000	Indigent Clients-Payment to State Public Defender	\$ 694.00
E-0257-A015-A14.000	Attorney Fees Miscellaneous	\$ 1,041.00

E10 9-1-1 FUND

E-2200-E010-E07.000	Other Expenses	\$1,452.00
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E11 9-1-1 WIRELESS FUND

E-2301-E011-E01.011	Contract Services	\$10,683.70
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S25 CHILDREN SERVICES FUND/BCDJFS

E-2766-S025-S10.074	Transfers Out	\$4,564.00
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S84 EASTERN DIVISION COURT/COMPUTER FUND

E-1570-S084-S07.000	Other Expenses	\$32,956.00
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T19 MOVING OHIO FORWARD DEMO PROGRAM FUND

E-9719-T019-T03.000	Bridgeport Distribution	\$ 6,520.00
E-9719-T019-T10.000	Admin. Fees/Bel-O-Mar	\$ 1,701.00
E-9719-T019-T11.055	Contract-Projects	\$27,500.00

W80 PROSECUTORSVICTIM ASSISTANCE PROGRAM FUND

E-1511-W080-P01.002	Salary	\$1,280.00
E-1511-W080-P07.006	Hospitalization	\$ 691.34

JUVENILE COURT/VARIOUS

E-0400-M062-M01.000	Intake Coordinator Expense	\$2,082.50
E-0400-M064-M05.000	Placement Costs	\$66,353.54
E-0400-M067-M01.002	Salaries	\$12,057.80
E-0400-M067-M06.012	Equipment	\$16,700.00
E-1582-S085-S08.000	Computer Expense	\$1,674.00
E-1589-S096-S12.000	Other Expense	\$7,569.41
E-1590-S097-S10.010	Supplies	\$2,600.00

PORT AUTHORITY/VARIOUS FUNDS

E-9035-N035-N05.013	Contract Projects	\$300,000.00
E-9799-S012-S07.000	Professional Services/Research	\$196,072.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING APPROPRIATION ADJUSTMENTS FOR THE REDUCTION OF LINE ITEM APPROPRIATIONS

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following appropriation adjustments for the reduction of line item appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 9, 2014:

S49 Mental Health Fund

E-2310-S049-S54.011	Contract-Services	-1,544,564.00
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Note: Line item reduction done per Linda Pickenpaugh's written request of May 9, 2014.

Adjustment made to bring appropriations in line with anticipated expenditures.

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 July 9, 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. **GENERAL FUND - \$28,400.97** paid into R-0050-A000-B00.500 on 07/02/14. *Check #4169 from David Jones, Auctioneer – proceeds from 2014 County Auction.*

Moving Ohio Forward Demo Program - \$35,721.00 paid into R-9719-T019-T01.501 – Grants on July 2, 2014 for the Moving Ohio Forward Demo Program in Bridgeport.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Christine Parker to travel to Columbus, OH, on July 15, 2014, to attend Protect Ohio Meeting. Christine Parker to travel to Coshocton, OH, on July 18, 2014, to attend a PCSAO Meeting. Lori O’Grady to travel to Cleveland, OH, on November 20-21, 2014, to attend Labor Law and Labor Arbitration Seminar. Vince Gianangeli to travel to Columbus, OH, on Sept. 11-12, 2014, to attend OJFSDA General Session. Estimated expenses: \$721.20

SENIOR SERVICES – Mike McBride and Seniors to travel to Wheeling, WV, on July 24, 2014 for a Senior Center outing. John Carlier, Tina Burkhart and David Hacker to travel to Pittsburgh, PA, on July 29, 2014, for an oven demonstration at Concept Foods. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 14, 2014.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GIVING NOTICE OF TIME AND PLACE CHANGES TO BOARD MEETING TO BE HELD JULY 16, 2014

Motion made by Mr. Thomas, seconded by Mr. Coffland to convene the regular meeting of the Board of Commissioners of July 16, 2014 at **9:00 a.m.**, at the Courthouse and to reconvene at **10:30 a.m.** at the VIP Pavilion located on the Jamboree In The Hills site, 43510 National Rd., Morristown, 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 ADVERTISING FOR MATERIALS FOR THE BETHESDA/NOON ROAD 16” WATERLINE PROJECT/BCSSD

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for materials for the Bethesda/Noon Road 16” Waterline Project, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District.

NOTICE TO BIDDERS

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

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:45 A.M.** (Local Time) **Tuesday, July 29, 2014 for furnishing and delivering materials for the Bethesda/Noon Road 16” Waterline Project** for the Belmont County Sanitary Sewer District, then at said office publicly opened and read aloud.

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

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

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

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

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

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

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

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

Jayne Long /s/

Jayne Long, Clerk of the Board

Times Leader Advertisement: **Two (2) Tuesdays, July 15, 2014 and July 22, 2014**

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 ON BEHALF OF THE BOARD AND ENTER INTO OPWC
PROJECT GRANT AGREEMENT FOR THE NORTH TWENTY-SIX
ROAD PAVING CO-OP/ENGINEER**

Motion made by Mr. Thomas, seconded by Mrs. Favade to approve and authorize Commission President Matt Coffland to sign on behalf of the Board to enter into the Ohio Public Works (OPWC) Project Grant Agreement for the **North Twenty-Six Road Paving Co-op** in the amount of \$398,973.00, OPWC Project Grant Control Number CR01R, based upon the recommendation of Fred Bennett, County Engineer. Funding Source-74% OPWC, 26% MVGT.

Note: This project is located on North Twenty-Six Rd from SR 147 to US 40 which includes sections within the Village of Bethesda and the Village of Morristown.

**OHIO PUBLIC WORKS COMMISSION
PROJECT GRANT AGREEMENT
STATE CAPITAL IMPROVEMENT PROGRAM**

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Grant Agreement (this "Agreement") is entered into July 1, 2014 by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and Belmont County, Belmont County (hereinafter referred to as the "Recipient"), located at Courthouse, St. Clairsville, OH 43950- , in respect of the project named North Twenty-Six Road Paving Co-op, and as described in Appendix A of this Agreement to provide an amount not to exceed Three Hundred Ninety-Eight Thousand, Nine Hundred Seventy-Three Dollars (\$398,973) for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: 013-00013

OPWC Project Grant Control No. CR01R

WHEREAS, to implement the policies set forth in Section 2m, Article VIII of the Ohio Constitution, and in Chapter 164 of the Revised Code, the General Assembly, pursuant to Section 164.02 of the Revised Code, created the Ohio Public Works Commission;

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, Sections 164.05 and 164.06 of the Revised Code permit a grant of funds, or other forms of financial assistance, for such a Capital Improvement Project to be expended and provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds; and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, planning or equipping of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement; and

WHEREAS, the Project has been duly recommended to the Director pursuant to Section 164.06 of the Revised Code by the District Public Works Integrating Committee of the Recipient;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION 1. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, wastewater treatment facilities, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees and the Executive Committees created pursuant to Section 164.04 of the Revised Code, and District Subcommittees created pursuant to Section 164.06 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; or the board of township trustees if a township; the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

"Local Subdivision" means any county, municipal corporation, township, sanitary district or regional water and sewer district of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual project costs that will be contributed by the Recipient. Both of the percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Private Business Use" means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the general public.

"Private Person" means any person, firm, entity or individual who or which is other than a "governmental unit" as that term is used in Sections 141 and 148 of the Code.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix B pursuant to Section 6 hereof, or authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds granted to the Recipient pursuant to Section 164.14 of the Revised Code as reimbursement to the Recipient for funds expended on the Project by the Recipient, and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the State of Ohio.

"Tax-Exempt Organization" means a "governmental unit," as such term is used in Sections 141 and 148 of the Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement and term "hereunder" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION 2. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the OPWC hereby grants to the Recipient financial assistance not to exceed the amount, as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project.

SECTION 3. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole

and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

SECTION 4. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. Such Notice will not be issued until the Director is assured that the Recipient has complied with the Recipient's responsibilities concerning OEPA plan approval, when applicable. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION 5. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2, for the start of construction, or this Agreement may become null and void, at the sole discretion of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION 6. Disbursements. All payments made by the OPWC shall be made directly to the Contractor that performed the work and originated the invoice, unless the OPWC expressly authorizes the Recipient to use the reimbursement method specified in Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code. (a) Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix B of this Agreement. Changes in these designations must be made in writing.

(b) Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding such certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section 6(b). The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and completed, initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Auditor of State drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

- (i) If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- (ii) If the request is for disbursement to the Recipient pursuant to Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- (iii) The Project Manager's certification pursuant to Section 6(b) of this Agreement;
- (iv) The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
- (v) Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys from the Fund for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

(c) Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes unless prior approval by the Director is given.

(d) Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the OPWC Director for the execution of an amendment to this Agreement.

(e) Project Cost Overruns. In the event that the Recipient determines that the moneys granted pursuant to Section 2 hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. The Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application.

Should the District Committee approve such request the action shall be recorded in the District Committee's official meeting minutes and provided to the OPWC Director for the execution of an amendment to this Agreement.

SECTION 7. Retainage. Except as provided in the second sentence of this Section, Recipient shall comply in all aspects with the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to the Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised Code.

The Recipient may use its legally applicable construction requirements for the Project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code.

SECTION 8. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

(a) Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement a description of the manner or mechanisms of providing its local share of Project funds pursuant to division (D) of Section 164.05 of the Revised Code and Rule 164-1-21 (B)(6) of the Administrative Code.

(b) Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal Law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 9. Representations, Warranties and Covenants of Recipient. Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

(a) Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;

(b) Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;

(c) This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity;

(d) Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code;

(e) Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;

(f) Use of Project.

(i) General. The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use.

For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs (ii) or (iii) of this subsection shall not be regarded as a Private Business Use.

(ii) Management Contracts. The Recipient agrees that from the date hereof until the date on which none of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, remain outstanding (the "Agreement Term"):

(1) The Recipient will not contract with any Private Person to manage the Project or any portion thereof unless all of the following conditions are met: (A) at least 50% of the compensation of the Private Person is based on a periodic, fixed fee that contains no incentive adjustments, and no amount of compensation

is based on a share of net profits; (B) the compensation is reasonable in relation to the services performed; (C) the term of the contract does not exceed five (5) years (including any renewal option periods provided for in the contract); (D) if the term of the contract exceeds three (3) years, the Recipient is able to cancel the contract without penalty or cause at the end of each three-year period of the contract; (E) any automatic increases in the periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the contract for computing increases; and (F) any new contract with a Private Person which is subject to this subparagraph (f)(ii) will be subject to the requirements of (A) through (F) of this subparagraph (f)(ii)(1); and

(2) If the Recipient is subject to subparagraph (f)(ii)(1) above and it enters into contracts with Private Persons described in subparagraph (f)(ii)(1), and the Governing Body of the recipient numbers five (5) or more members, no more than one (1) member of the Governing Body of the Recipient may be an employee or member of the Governing Body of the

Private Person. If the Governing Body of the Recipient numbers less than five (5), no member of the Governing Body of the Recipient may be an employee or member of the Governing Body of the Private Person. Similarly, if the Governing Body of the Private Person numbers five (5) or more members, no more than one (1) of those members may be an employee or member of the Governing Body of the Recipient. However, in no event may a member or employee of both the Recipient and Private Person be the Chief Executive Officer or its equivalent of the Recipient or the Private Person. Members of the Governing Body of the Recipient may not own a controlling interest in the Private Person.

(iii) Contracts Concerning Use of Project. The Recipient agrees that during the Agreement Term it will not contract with any Private Person for use of the Project or any portion thereof or the facility or facilities of which the Project is a part for any Private Business Use unless all of the conditions of subparagraph (f)(iii)(1), subparagraph (f)(iii)(2) or subparagraph (f)(iii)(3) are met:

(1) If the compensation of the Private Person is based entirely on a periodic, fixed fee that contains no incentive adjustments, all of the following conditions must be met: (A) no amount of compensation is based on a share of the net profits; (B) the compensation is reasonable; (C) the term of the contract does not exceed five (5) years (including any renewal option periods provided for in the contract); (D) if the term of the contract exceeds three (3) years, the Recipient is able to cancel the contract without penalty or cause at the end of each three-year period of the contract term; (E) any automatic increases in the periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the standard for computing increases; and (F) any new contract with the Private Person which is subject to subparagraph (f)(iii)(1) will be subject to the requirements of (A) through (F) of this subparagraph; or

(2) Where the compensation of the Private Person is based in whole or in part on a percentage of gross income or other measure, all of the following conditions must be met: (A) no amount of compensation is based on a share of the net profits; (B) the compensation is reasonable; (C) the term of the contract does not exceed two (2) years; (D) the Recipient is able to cancel the contract without penalty or cause by giving the Private Person 90 days' notice; (E) any automatic increases in that portion of the compensation that is a periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the standard for computing increases; and (F) any new contract with the Private Person which is subject to subparagraph (f)(iii)(2) will be subject to the requirements of (A) through (F) of this subparagraph; and

(3) If the Recipient is subject to the subparagraphs (f)(iii)(1) or (f)(iii)(2) and it enters into contracts with Private Persons described in those subparagraphs and the Governing Body of the Recipient numbers five (5) or more members, no more than one (1) member of the Governing Body of the Recipient may be the Private Person referred to in subparagraphs (f)(iii)(1) or (f)(iii)(2), a related person (as described in Section 144(a)(3) of the Code), an employee of such Private Person, or a member of the Governing Body of such Private Person, provided such member is not the Chief Executive Officer or its equivalent of the Recipient. If the Governing Body or the Recipient numbers less than five (5) members, no member may be such Private Person or an employee of such Private Person or a member of its Governing Body.

(iv) The Recipient may depart from any of its agreements contained in subparagraphs (f)(i) through (f)(iii) if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

(g) Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section 2 hereof:

(i) The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Law;

(ii) All of the Project is owned, or will be owned, by the Recipient or another Tax-Exempt organization;

(iii) The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

(iv) The Recipient may depart from any of its agreement contained in subparagraph (iii) if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

(h) General Tax Covenant. The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes;

(i) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;

(j) Ohio Preference. Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project;

(k) Equal Employment Opportunity. Recipient shall, and shall require that all contractors and subcontractors working on the Project, comply with the equal employment opportunity requirements contained in Section 164.07(A) of the Revised Code and rule 164-1-32 of the Administrative Code;

(l) Prevailing Wage. The Recipient shall comply and shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Revised Code Sections 164.07(B), 4115.03 through 4115.16; and

(m) Construction Bonds, Insurance and Supervision.

(i) The Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100 percent (100%) of its contract price as security for the faithful performance of its contract.

(ii) The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.

(iii) The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OPWC and the Recipient at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 10. Progress Reports. The Recipient shall submit to the OPWC, at the OPWC's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the OPWC may reasonably require.

SECTION 11. Audit Rights. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 12. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Matching Funds applicable to the Project.

SECTION 13. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as

creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Revised Code Section 126.30. Provided that the Recipient is not a Local Political Subdivision, the Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the OPWC hereunder and the Recipient's construction or management of the Project.

SECTION 14. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, have been retired.

SECTION 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Franklin County, State of Ohio.

SECTION 16. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

SECTION 17. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 18. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 19. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 20. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION 21. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit will result in this Agreement being declared null and void. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 22. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be as assigned by either party hereto without the prior written consent of the other party.

IN IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project No. **CR01R** as of the date first written above.

RECIPIENT
Matt Coffland /s/
Hon. Matt Coffland, Commissioner
Belmont County
Courthouse
101 W. Main St.
St. Clairsville, OH 43950-
Jayne Long /s/
WITNESS

GRANTOR
STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION
By: Paul Michael Miller /s/
Michael Miller, Director
Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215
Kimberly Killian /s/
WITNESS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT
TO SIGN ON BEHALF OF THE BOARD AND ENTER INTO OPWC
PROJECT GRANT AGREEMENT FOR THE BEL-54-3.65 & BEL-56-20.17
BRIDGE REPLACEMENT PROJECT**

Motion to approve and authorize Commission President Matt Coffland to sign on behalf of the Board to enter into the Ohio Public Works (OPWC) Project Grant Agreement for the **BEL-54-3.65 & BEL-56-20.17 Bridge Replacement Project** in the amount of \$399,600.00, OPWC Project Grant Control Number CRZ01, based upon the recommendation of Fred Bennett, County Engineer. Funding Source-74% OPWC, 26% MVGT.

Note: BEL-54-3.65 is on Pipe Creek Road and BEL-56-20.17 is on O.K. Rd near Warnock.

**OHIO PUBLIC WORKS COMMISSION
PROJECT GRANT AGREEMENT
LOCAL TRANSPORTATION IMPROVEMENT PROGRAM**

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Grant Agreement (this "Agreement") is entered into **July 1, 2014** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **Belmont County, Belmont County** (hereinafter referred to as the "Recipient"), located at **Courthouse, St. Clairsville, OH 43950-**, in respect of the project named **BEL-54-3.65 & BEL-56-20.17 Bridge Replacement Project**, and as described in Appendix A of this Agreement to provide an amount not to exceed **Three Hundred Ninety-Nine Thousand, Six Hundred Dollars (\$399,600)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: 013-00013 **OPWC Project Control No. CRZ01**

WHEREAS, the Local Transportation Improvement Fund created under Section 164.14 of the Revised Code is to benefit local subdivisions (as hereinafter defined) for the construction, reconstruction, improvement, or planning of transportation infrastructure (as hereinafter defined);

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, pursuant to Section 164.14 of the Revised Code, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Divisions C and E of Section 164.14 of the Revised Code;

WHEREAS, Section 164.14 of the Revised Code permits a grant of funds for such a Capital Improvement Project to be expended or provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, or planning of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement;

WHEREAS, the Project has been duly recommended to the Director pursuant to Section 164.14 of the Revised Code by the District Public Works Integrating Committee of the Recipient; and

WHEREAS, the Director desires to approve the Recipient's request for a grant of financial assistance to finance certain costs of the Project, such moneys being allocated out of the State and Local Government Highway Distribution Fund to the Local Transportation Improvement Fund in the State Treasury; NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION 1. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction and improvement of roads and bridges of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the construction, reconstruction, expansion improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees and the Executive Committees created pursuant to Section 164.04 of the Revised Code, and District Subcommittees created pursuant to Section 164.14 of the Revised Code.

"Fund" means the Local Transportation Improvement Fund created pursuant to Section 164.14 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; or the board of township trustees if a township.

"Local Subdivision" means any county, municipal corporation, or township of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual project costs that will be contributed by the Recipient. Both of the percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix B pursuant to Section 6 hereof, or authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds granted to the Recipient pursuant to Section 164.14 of the Revised Code as reimbursement to the Recipient for funds expended on the Project by the Recipient, and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the State of Ohio.

"Transportation Infrastructure" means any highway, road, street or bridge and the necessary safety appurtenances thereto constructed, reconstructed, expanded, improved, or engineered on authority of funds allocated pursuant to Section 164.14 of the Revised Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement and term "hereunder" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION 2. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the OPWC hereby grants to the Recipient moneys from the Fund, not to exceed the amount, as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project.

SECTION 3. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

SECTION 4. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION 5. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2, for the start of construction, or this Agreement may become null and void, at the sole discretion of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION 6. Disbursements. All payments made by the OPWC shall be made directly to the Contractor that performed the work and originated the invoice, unless the Grantor expressly authorizes the Recipient to use the reimbursement method specified in Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code.

(a) Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix B of this Agreement. Changes in these designations must be made in writing.

(b) Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding such certification together with a copy of the invoice to the Chief Fiscal Officer.

Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section 6(b). The dollar amount set forth in the Disbursement Request

shall be calculated based on the Participation Percentage as set forth originally in Appendix D of this Agreement and may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and completed, initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Auditor of State drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

- (1) If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- (2) If the request is for disbursement to the Recipient pursuant to Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- (3) The Project Manager's certification pursuant to Section 6(b) of this Agreement;
- (4) The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
- (5) Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys from the Fund for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

(c) Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any part of any governmental obligations.

(d) Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the OPWC Director for the execution of an amendment to this Agreement.

(f) Project Cost Overruns. In the event that the Recipient determines that the moneys granted pursuant to Section 2 hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. The Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application.

Should the District Committee approve such request the action shall be recorded in the District Committee's official meeting minutes and provided to the OPWC Director for the execution of an amendment to this Agreement.

SECTION 7. Retainage. Except as provided in the second sentence of this Section, Recipient shall comply in all aspects with the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to the Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised

Code. The Recipient may use its legally applicable construction requirements for the Project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code.

SECTION 8. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

(a) Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement a description of the manner or mechanisms of providing its local share of Project funds.

(b) Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal Law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 9. Representations, Warranties and Covenants of Recipient. Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

(a) Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;

(b) Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;

(c) This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity;

(d) Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code; excluding Chapter 164-1-32;

(e) Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;

(f) Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section 2 hereof:

(1) The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Law;

(2) All of the Project is owned, or will be owned, by the Recipient or another eligible local subdivision.

(g) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;

(h) Ohio Preference. Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project;

(i) Equal Employment Opportunity. Recipient shall, and shall require that all contractors and subcontractors working on the Project, comply with the equal employment opportunity requirements contained in Section 164.07(A) of the Revised Code and rule 164-1-32 of the Administrative Code;

(j) Prevailing Wage. The Recipient shall comply and shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Revised Code Sections 164.07(B), 4115.03 through 4115.16; and

(l) Construction Bonds, Insurance and Supervision.

(1) The Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100 percent (100%) of its contract price as security for the faithful performance of its contract.

(2) The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.

(3) The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OPWC and the

Recipient at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 10. Progress Reports. The Recipient shall submit to the OPWC, at the OPWC's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the OPWC may reasonably require.

SECTION 11. Audit Rights. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 12. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Matching Funds applicable to the Project.

SECTION 13. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Revised Code Section 126.30. Provided that the Recipient is not a Local Political Subdivision, the Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and

employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the OPWC hereunder and the Recipient's construction or management of the Project.

SECTION 14. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds of which the proceeds were used to pay or reimburse the costs of the Project, have been retired.

SECTION 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Franklin County, State of Ohio.

SECTION 16. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

SECTION 17. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 18. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 19. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 20. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION 21. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit will result in this Agreement being declared null and void. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 22. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project No. **CRZ01** as of the date first written above.

RECIPIENT

Matt Coffland /s/
Hon. Matt Coffland, Commissioner
Belmont County
Courthouse
101 W. Main St.
St. Clairsville, OH 43950-
Jayne Long /s/
WITNESS

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION
By: Paul Michael Miller /s/
Michael Miller, Director
Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215
Kimberly Killian /s/
WITNESS

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING REQUEST FROM TOURISM FOR ADDITIONAL MONIES FROM LODGING TAX RECEIPTS FOR THE BELMONT CO. VICTORIAN MANSION MUSEUM PORCH RESTORATION PROJECT

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$100,000 from the lodging tax receipts to cover additional expenses for the Belmont County Victorian Mansion Museum porch restoration project.

Note: This is in addition to their monthly allotment for operating expenses.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 7 TO AN AGREEMENT OF SUBLEASE WITH RESPECT TO OAKVIEW JUVENILE RESIDENTIAL CENTER

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution authorizing the execution of Amendment No. 7 to an agreement of sublease between the Ohio Department of Youth Services and Belmont County with respect to Oakview Juvenile Residential Center.

Note: Oakview Juvenile Residential has received additional capital funds for general improvements to the facility.

RESOLUTION

The County Commissioners of the County of Belmont, Ohio met in regular session this date with the following members present: Matt Coffland Mark Thomas Ginny Favede

Mr. Thomas offered the following resolution and moved its adoption.

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 7 TO AN AGREEMENT OF SUBLEASE WITH RESPECT TO OAKVIEW JUVENILE RESIDENTIAL CENTER

WHEREAS, the Board of County Commissioners of the County of Belmont (the "Board") has previously entered into an Agreement of Sublease (the "Original Sublease", and as supplemented and amended from time to time, the "Sublease"), with the Ohio Department of Youth Services (the "Department") concerning the Oakview Juvenile Residential Center (the "Project"); and

WHEREAS, in view of an additional appropriation for the Project for improvements of the facility, the Board and the Department wish to enter into an Amendment No. 7 to Agreement of Sublease (the "7th Amendment"), in order to amend the description of the Project contained in Exhibit A to the Sublease.

NOW, THEREFORE, BE IT RESOLVED, that two or more members of the Board are authorized and directed to execute and deliver, in the name and on behalf of County, the 7th Amendment between the Board and the Department, in substantially the form submitted to and now on file with the Board which is hereby approved, with such changes therein not inconsistent with this resolution as may be approved by such members of the Board. The approval of such changes by said members of the Board shall be conclusively evidenced by the execution of the 7th Amendment by such members of the Board; and

FURTHER RESOLVED, that each member of the Board is each separately authorized to take any and all actions and to execute such certificates and other instruments as may be necessary or appropriate in order to effect the intent of these resolutions; and

FURTHER RESOLVED, that it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code; and

FURTHER RESOLVED, that this resolution shall take effect and be in force immediately upon its adoption and, to the extent inconsistent therewith supersedes any prior resolution of this Board.

Mr. Coffland seconded the motion and the roll called for adoption of the foregoing resolution, the vote resulted as follows:

AYES: Mr. Thomas, Mr. Coffland, Mrs. Favede

NAYES:

ABSTENTIONS:

ADOPTED this 9th day of July, 2014.

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

**AMENDMENT NO. 7 TO
AGREEMENT OF SUBLEASE**

Between

OHIO DEPARTMENT OF YOUTH SERVICES

and the

BELMONT COUNTY, OHIO

This AMENDMENT No. 7 TO AGREEMENT OF SUBLEASE ("Amendment"), dated as of July 9, 2014 between the DEPARTMENT OF YOUTH SERVICES (the "Department") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BEMONT, OHIO (the "Board");

WITNESSETH:

WHEREAS, the Department and the Board previously entered into an Agreement of Sublease (as the same has been amended previously, the "Original Sublease") with respect to the Oakview Juvenile Residential Center (the "Project"); and

WHEREAS, the parties hereto desire to amend the description of the Project set forth in Exhibit A to the Original Sublease in order to more accurately describe the Project;

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

Section 1. Amendment and Restatement of Exhibit A. Exhibit A to the Original Sublease is hereby amended and restated in its entirety in the form of 7th Amended and Restated Exhibit A attached hereto and made a part hereof.

Section 2. Original Sublease Unaltered. Except as expressly modified hereby, the Original Sublease remains unaltered and in full force and effect. This Amendment shall be considered an integral part of the Original Sublease and all references to the Sublease in the Original Sublease or any document referring thereto shall, on and after the date of this Amendment, be deemed to be references to the Original Sublease, as amended, including as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first hereinabove set forth, but actually on the dates of their respective acknowledgements.

DEPARTMENT OF YOUTH SERVICES

By: _____
Director

BELMONT COUNTY, OHIO

By: Matt Coffland /s/
Commissioner

By: Ginny Favede /s/
Commissioner

By: Mark A. Thomas /s/
Commissioner

[The Seventh Amended & Restated Exhibit "A" follows.]

**SEVENTH AMENDED AND RESTATED
EXHIBIT A**

**BELMONT COUNTY MULTI-COUNTY
JUVENILE COURT REHABILITATION CENTER**

Original Project Description and Amendments One through Three

- A. Legislative Authority: Amended Substitute Senate Bill No. 245 of the 123rd General Assembly and Amended Substitute House Bill No 640 of the 123rd General Assembly, CAP Line 812.
- B. Purpose: Rehabilitation of juvenile offenders in lieu of commitment to the Ohio Department of Youth Services.
- C. Location: 6.193 acre tract of County owned property at 45232 National Road West, St. Clarisville, Belmont County, Ohio.
- D. Size/Cost: 19,377 square feet facility/\$5,000,000.
- E. Description: The Project will consist of a 24-bed rehabilitation facility that will include food and laundry services, medical services, administrative offices, program services and activities and visitation areas. The facility will serve juvenile offenders from the Ohio Counties of Belmont, Guernsey, Harrison, Jefferson, Monroe and Noble, together with the purchase of an existing 10-bed group home located on the Project site.

Amendment No. 4

Project Renovation

- A. Legislative Authority: Am. Sub. H.B. No. 462, CAP-812
- B. Purpose: General Improvements
- C. Cost: \$40,000.00
- D. Description: This project will make general renovations throughout the facility, to include but not limited to HVAC Repairs.

Amendment No. 5

Project Renovation

- A. Legislative Authority: Am. Sub. H.B. No. 462, CAP-812
- B. Purpose: General Improvements
- C. Cost: \$20,00.00
- D. Description: This renovation project will replace the domestic water boiler.

Amendment No. 6

Project Renovation

- A. Legislative Authority: Amended Substitute House Bill No. 482 of the 129th Ohio General Assembly; C47003
- B. Purpose: General Improvements
- C. Cost: \$126,945.00

- D. Description: General Improvements throughout the facility, to include but not limited to, Carpeting Replacements, Kitchen Equipment Replacements, Institutional Furniture Replacements, Boiler Replacement, IT Infrastructure Upgrades, Water Softener Replacement, HVAC Replacement and Sidewalk Replacements.

**Amendment No. 7
Project Renovation**

- A. Legislative Authority: Amended Substitute House Bill No. 497 of the 130th Ohio General Assembly; C47003
- B. Purpose: General Improvements
- C. Cost: \$75,000.00
- D. Description: General improvements throughout the facility, to include but not limited to, Parking lot repaving, HVAC Repairs, Roof Repairs, Outdoor Storage Building, and PREA related improvements.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR CVS PHARMACY 6271
RICHLAND TOWNSHIP, ST. CLAIRSVILLE, OH**

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 the transfer of liquor permit number 65172420441 for Ohio CVS Stores, LLC, DBA CVS Pharmacy 6271, 68501 Addie Way, Richland Twp., St. Clairsville, OH 43950. 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.

C2 permit-wine and certain prepackaged mixed drinks in 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 APPROVING AND SIGNING THE PROPOSAL
AND CONTRACT WITH VALLEY FENCE COMPANY/SHERIFF**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the proposal and contract with Valley Fence Company in the amount of \$15,419.00 for labor and materials to install 500 feet of 8' tall 9 gauge galvanized chain link fence with 3 strands of barbed wire for the Belmont County Sheriff's impound lot.

**PROPOSAL AND CONTRACT
VALLEY FENCE COMPANY
501 G.C. & P. Road
Wheeling, WV 26003
304-233-4233**

TO:
Belmont County Jail

Date: **07-03-14**
Phone:
Fax:

Barb.blake@co.belmont.oh.us

PROJECT: Jail SPECIFICATIONS:

SCOPE OF WORK:

We propose to furnish labor and material in strict accordance with the plans and specifications as follows:

- Labor & Material to install 500' of 8' tall 9ga. Galvanized chain link fence with 3 strands of Barbed Wire**
- 1 – 16' wide Double Drive Gate**
- 4" Sch 40 gate posts**
- 3" Sch 40 end posts**
- 2 ½" Sch 40 line posts**
- 1 5/8 Sch 40 top rail & braces**
- Bottom tension wire**
- Trusses on gate & corner posts**

PRICE: For the total sum of **\$15,419.00**

CONDITIONS:

It is understood and agreed that we shall not be held liable for any loss, damage, or delays occasioned by fire, strikers, or material stolen after delivery upon premises, lockouts, acts of God, or the public enemy, accidents, boycotts, material shortages, disturbed labor conditions, delayed delivery of materials from Valley Fence Co. suppliers, force majeure, inclement weather, floods, freight embargoes, causes incident to national emergencies, war, or other causes beyond the reasonable control of Valley Fence Co., whether of like or different character, or other causes beyond his control. Prices quoted in this contract are based upon present prices and upon condition that the proposal will be accepted within thirty days. Also, general conditions which are standard for the specialty contractors in the construction industry.

TERMS:

Payments to be made _____ as work progresses to the value of _____ percent (____%) of all work completed. The entire amount of Contract to be paid within _____ days after completion.

THIS PROPOSAL IS SUBMITTED IN DUPLICATE. THE RETURN TO US OF ONE COPY WITH YOUR SIGNATURE SHALL CONSTITUTE A CONTRACT.

SUBMITTED:

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

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Richard Hord asked for an update on the Belmont County Planning Commission and the status of the Economic Development Strategic Plan. Commissioner Favede said the plan was completed in 2011. Belomar sent out a Transportation Plan survey and part of it was a land use plan. She has been working with OSU Extension, both locally and on the state level to address land use and the implementation of the infrastructure for oil and gas making sure that as we allow the infrastructure for oil and gas to be placed in the land; we are not circumventing the future of our agricultural use which brings into play the land use plan. Apparently we have a Land Use Plan from the 1970's in Belmont County, but cannot locate it. We will address this in our strategic plan and attempt a new land use plan.

Richard Hord asked for an update on his suggestion of having someone from the Cafaro Company coming to a commissioners' meeting to give an update on what is going on at the Ohio Valley Mall. He also asked if Sherrod Brown and Joel Potts of ODJFS could be invited to a commissioners' meeting to speak about Workforce Investment. Mr. Coffland said we can ask them.

Mr. Hord asked for an update on the TRIPS program. Commissioner Coffland said a committee from the affected departments, Senior Services and DJFS, was assigned to look into it and has not gotten back to the board yet.

Frank Papini asked about a satellite senior center in Lansing. Mrs. Favede said Senior Services has been transporting the Lansing Seniors for at least six months. Commissioner Coffland said there are some additional items that need addressed.

9:30 Belmont County Budget Hearing

Fiscal Manager, Barb Blake presented the 2015 Budget Request. \$21,860,772.06 has been requested by the General Funds departments. This is up last year by a little over \$1.9 million dollars. She noted that Auditor Andy Sutak projected our revenue will be up about \$2.5 million dollars. Out of the thirty-nine departments, twenty-nine requested more, four requested less, and five were unchanged from last year. The figures are only a projection, not final appropriations. The Board of Commissioners will schedule budget hearings with the various departments toward the end of the year and then they will finalize the appropriations for 2015. The Board will meet with Auditor Sutak sometime next month on an actual revenue projection. Commissioner Coffland said each department will be brought in and they will be asked to explain their requests. Commissioners thanked Ms. Blake for a job well done.

IN THE MATTER OF APPROVING AND SUBMITTING THE ANNUAL BUDGET FOR FY COMMENCING JANUARY 1, 2015 FOR CONSIDERATION BY THE COUNTY BUDGET COMMISSION

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and hereby submit the Belmont County Board of Commissioners' Annual Budget for the fiscal year commencing January 1, 2015 for consideration by the County Budget Commission.

Upon roll call the vote was as follows:

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

10:15 Ryan Dean, American Energy Utica

Re: AEU's development plans for Belmont County

Ryan Dean and Keith Fuller from American Energy Utica were present. Ryan Dean said they are a fairly new company in Ohio through some acquisitions and leasing in Belmont County. They are currently operating in Harrison County and Guernsey County. Mr. Dean said they will be fairly busy in Belmont County. They are building a new office in Cambridge, Ohio, which will cover their Utica operations. They look forward to working with the Commissioners and the Engineer's office. They currently have 28 employees working here now and expect to have 150 employees next year. Mrs. Favede said Ryan Dean was one of the first contacts they had met with when the oil and gas industry was still in the budding stages. Mrs. Favede invited them to the LEPC oil and gas safety meetings starting at the end of August for emergency preparedness.

BREAK

10:30 Continued Public Hearing for Rd. Improvement 1122

Re: Temporary closing of a portion of CR 104 (Smith Road)

Fred Bennett, County Engineer, Ruth Graham, Engineer's Dept., Greg Honish, Oxford Mining, Joselyn King, The Intelligencer and Robert DeFrank, of The Times Leader were present. Mr. Bennett said he met last week with Mr. Thomas, Mrs. Favede and Greg Honish from Oxford to make some changes to the wording in the agreement. Mr. Bennett is satisfied with the contract. Mr. Thomas said the Commissioners are faced with a situation trying to have a balancing act. Oxford has been a great partner with Belmont County. We have to weigh Oxford's right to mine coal versus the community and the residents' concerns. Mr. Thomas said Oxford recognizes the importance of reopening the closed portion of CR104 as soon as the conditions allow. Oxford will work diligently to reopen the road as soon as possible but in no event to longer than one year from the date of closing. Mrs. Favede shared a site map with the area involved. Oxford is going to have to go under the road to get to the property to mine. She thinks Oxford's commitment to close the road for as short a time as possible is genuine. There will be no hauling on CR104 as per the agreement. Mrs. Favede said a two week notice is required prior to closing the CR 104. Greg Honish said Oxford expects to have it completed in less than a year. The safety of the miners and traveling public is a factor.

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

Office of County Commissioners
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT ORDERING RECORD, ETC.
Rd. Imp. #1122**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 9th day of July, 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 temporarily closed.

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 9th day of July, 2014

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

IN THE MATTER OF ENTERING INTO A ROAD AGREEMENT WITH OXFORD MINING COMPANY, LLC REGARDING THE TEMPORARY CLOSURE OF CR 104 (SMITH ROAD)/ENGINEER

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Road Agreement with Oxford Mining Company, LLC regarding the temporary closure of CR 104 (Smith Road) and granting permission for Oxford to mine through and reconstruct a portion of said road.

Note: Oxford is not allowed to haul coal on CR 104 as part of this agreement.

ROAD AGREEMENT

This Road Agreement (this "Agreement") is entered into as of July 9, 2014 by and between Oxford Mining Company, LLC ("Oxford") and the Board of Commissioners of Belmont County, Ohio (the "Commissioners").

WHEREAS, on the 13th day of December, 2013, Oxford filed its petition with the Commissioners for the right to temporarily close a portion of Belmont County Road 104 (CR-104), requesting the temporary closing for a period not to exceed twelve (12) months from the date of disturbance thereof, for mining operations and to complete reconstruction improvements. Said portion of road being described as follows: Beginning at a point 6,236 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 3,115 feet more or less to the terminus point 4,091 feet southwesterly of the easterly intersection with Township Road 395 (Murphy Road).

WHEREAS, the proposed improvement would be substantially on the alignment that now exists, or on another alignment that is satisfactory to the Commissioners and the County Engineer of Belmont County, Ohio, and

WHEREAS, notice of viewing and hearing upon petitions was duly advertised in accordance with law, and

WHEREAS, in accordance with said advertisement, viewing was made and hearing held, and

WHEREAS, there being no valid objections or claims for damage presented with respect to this petition, and

WHEREAS, the Commissioners have agreed to allow Oxford to mine through and reconstruct said portion of Belmont County Road 104, and

WHEREAS, accordingly, the parties are entering into this Agreement for purposes of documenting such agreement between the parties;

Now, therefore, for valuable consideration including the mutual covenants and promises herein contained, the sufficiency and receipt of which is hereby acknowledged by both of the parties hereto, it is hereby agreed as follows:

1. The parties hereto agree to close the portion of CR-104 described above and allow Oxford to mine through said portion.
2. Oxford shall give the Commissioners a two (2) week notice before the closing of said portion of CR-104. Oxford recognizes the importance of reopening the closed portion of CR-104 as soon as conditions allow. To that end, Oxford will work diligently to reopen the road as soon as possible but in no event longer than one (1) year from the date of closure. Oxford shall construct such reconstruction improvements and bear all costs in connection therewith. Reconstruction improvements are to be completed to the satisfaction of the Belmont county Engineer and the Commissioners.
3. The specifications for reconstructing said portion of CR-104 shall be as follows: The alignment of said portion of CR-104 shall remain the same as before except as and to the extent Oxford and the Commissioners are in agreement regarding any change. The reconstructed portion of CR-104 shall be constructed with run-of-mine rock material compacted using pit haul trucks for the base, then a layer of crushed limestone, and finally top dressed with #57 ODOT approved aggregate. Said portion of the roadway shall have a surface width of twenty (20) feet, with two (2) foot berms where possible. If erosion occurs, Oxford shall repair such erosion and add relief culverts if necessary. The portion of CR-104 that is mined through, or that has the current road surface disturbed and removed, shall be double sealed in accordance with ODOT 442 seal coat.
4. If any culverts are removed or damaged, they shall be replaced with appropriately sized double walled corrugated plastic pipes.
5. Oxford shall be responsible for repair and all cost of damages of any settling or slipping on the portion of CR-104 that is mined through and reconstructed for a period of one (1) year after the reconstruction of said portion has been completed.
6. Oxford shall post a bond or other surety in the amount of \$50,000 from the time of closure of CR-104 until one (1) year after CR-104 is reopened.
7. Oxford is not authorized by the Commissioners to haul coal on CR-104.
8. Oxford shall protect, save, indemnify and hold harmless Belmont County, and its officials, agents and employees, against and from any liabilities, claims, damages, penalties, charges or costs, including reasonable attorneys' fees, which may arise during the term of this Agreement from Oxford's mining through and reconstruction of said portion of CR-104.
9. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

In Witness Whereof, the parties have caused this Agreement to be executed as of the date first above written.

OXFORD MINING COMPANY, LLC

BOARD OF COMMISSIONERS OF
BELMONT COUNTY, OHIO

Gregory J. Honish /s/

Matt Coffland /s/

By:

Ginny Favede /s/

SVP, Operations

Mark A. Thomas /s/

Title:

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:45 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to enter executive session with David Hacker, Program Coordinator for Senior Services of Belmont County, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a county 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 10:55 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING THE HIRING OF
THREE INTERMITTENT EMPLOYEES/SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of the following three individuals as intermittent employees for Senior Services of Belmont County at the rate of \$9.00 per hour, effective July 9, 2014, based upon the recommendation of David Hacker, Program Coordinator, as follows:

- Terry Shepherd-Delivery Worker/Driver
- William Ralston-Delivery Worker/Driver
- Sarah Cline-Delivery Worker/Driver and Nutrition Cook

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
A PORTION OF WASHINGTON TOWNSHIP
ROAD T-122**

**Office of County Commissioners
Belmont County, Ohio**

WASHINGTON TWP. SEC. 8, T-5, R-4/RD IMP 1124

Journal Entry--Order Upon view of Proposed Improvement

ORDER TO COUNTY ENGINEER

Rev. Code. Sec. 5553.06

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 9th day of July, 2014, at the office of the Commissioners with the following members present:

*Mrs. Favede
Mr. Coffland
Mr. Thomas*

Mrs. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, On the 9th day of July, 2014, the time heretofore fixed for view of the proposed improvement, we the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 6th day of August, 2014 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted July 9, 2014

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

IN THE MATTER OF THE VACATION OF

Office of County Commissioners

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

Belmont County, Ohio

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER**

Rev. Code. Sec. 5553.06

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 9th day of July, 2014, at the office of the Commissioners with the following members present:

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

Mrs. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, On the 9th day of July, 2014, the time heretofore fixed for view of the proposed improvement, we the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 6th day of August, 2014, the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

- | | |
|---------------------|------------|
| <i>Mrs. Favede</i> | <i>Yes</i> |
| <i>Mr. Coffland</i> | <i>Yes</i> |
| <i>Mr. Thomas</i> | <i>Yes</i> |

Adopted July 9, 2014

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

**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:

- | | |
|---------------------|------------|
| <i>Mr. Thomas</i> | <i>Yes</i> |
| <i>Mr. Coffland</i> | <i>Yes</i> |
| <i>Mrs. Favede</i> | <i>Yes</i> |

Read, approved and signed this 16th day of July, 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