

St. Clairsville, Ohio

June 12, 2013

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board.

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

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

"BILLS ALLOWED"

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

| <u>Claim of</u> | <u>Purposes</u> | <u>Amount</u> |
|---|--|---------------|
| A-AT&T | Telephone-Public Defender/General Fund | 159.09 |
| A-A-1 Service | Van maintenance-Coroner/General Fund | 61.98 |
| A-BP | Gasoline-Coroner/General Fund | 244.25 |
| A-Draft-Co., Inc. | Web Hosting-GIS Projects/General Fund | 500.00 |
| A-Cardmember Service | Travel-Matt Coffland/General Fund | 629.44 |
| A-GIS Cartography & Publish | Commissioners' share of County Road Maps/General Fund | 3,180.00 |
| A-John M. Zingo & others | Commission salaries-Veterans/General Fund | 5,025.00 |
| A-Loew's | Supplies for Maintenance Dept./General Fund | 781.63 |
| A-Quill | Supplies-Adult Probation/General Fund | 320.21 |
| A-Toothman Funeral Home | Services-Coroner/General Fund | 660.00 |
| A-Treasurer of State of Ohio | Audit Fees-Auditor/General Fund | 26,212.50 |
| A-Verizon Wireless | Cell plan-Adult Probation/General Fund | 310.44 |
| E-AT&T | Wireless phone/911 Wireless Fund | 577.73 |
| J-T.A. Schirack, LLC | Retainage fee for 2011 Maint. Contract/Real Estate Assessment Fund | 1,200.00 |
| K-GIS Cartography & Publish | ½ County Road Maps/Engineer MVGT Fund | 4,000.80 |
| K-Wells Fargo Payment Ctr. | Visa Card/Engineer MVGT | 83.50 |
| K&N-Wilson Blacktop Corp. | Asphalt/Engineer MVGT & Constr. Improvement Funds | 29,250.00 |
| N-Kolb Excavating | Projects/SSS#! Capital Improvements Fund | 4,008.86 |
| P-American Electric Power | Services/WWS#3 Revenue Fund | 18,794.50 |
| P-EORWA | Sewage disposal/BCSD Funds | 36,972.74 |
| P-St. Clair Auto Parts, Inc. | Materials/BCSSD Funds | 5,282.56 |
| P-Univar USA, Inc. | Services/WWS#3 Revenue Fund | 3,080.95 |
| S-AT&T | Office phones/Port Authority Fund | 123.04 |
| S-Beth A. Andes, MS, PCC | Counseling services/District Detention Home Fund | 1,207.50 |
| S-Bridgeport Ex Village School District | Reimbursement/District Detention Home Fund | 1,117.65 |
| S-Crystal Springs | Water/Certificate of Title Admn Fund | 40.03 |
| S-Glynis Valenti | Professional services/Port Authority Fund | 600.00 |
| S-Riesbeck's Food Markets, Inc. | Food & supplies for May/District Detention Home Fund | 1,350.38 |
| S-3M Electric Monitoring, Inc. | House arrest/Western Court General Special Projects Fund | 158.75 |
| W-Lexis Nexis | Monthly charges/Law Library Fund | 7,209.00 |
| W-Matthew Bender & Co. | Books/Law Library Fund | 684.54 |
| W-Pamela S. Bowman | Seminar expenses/Prosecutor's Victim Program | 285.00 |

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for June 12, 2013 as follow:

| FUND | AMOUNT |
|--|--|
| A-GENERAL | \$37,588.25; \$81,118.80; \$22,815.27 |
| A-GENERAL/AUDITOR | \$1,130.41 |
| A-GENERAL/CHEST CLINIC | \$1,282.42 |
| A-GENERAL/JUVENILE COURT | \$2,229.13 |
| A-GENERAL/SHERIFF | \$27,017.24 |
| A-GENERAL/911 | \$33,002.92 |
| B-Dog Kennel | \$997.38; \$4,308.49 |
| B-Enforcement Education Fund | \$58.00 |
| B-Juv. Ct. Indigent Driver Alcohol Treatment | \$875.00 |
| K-Engineer MVGT | \$2,579.38; \$5,986.47; \$17,809.51 |
| P-Sanitary Sewer District | \$3,167.68; \$7,279.11; \$2,262.23 |
| S-District Detention Home | \$7,656.14; \$350.99 |
| S-Eastern Ct. General Special Projects | \$844.27 |
| S-Job & Family, Children Services | \$71,147.23; \$164,270.74 |
| H-Job & Family, Public Assistance | \$902.97; \$10,280.38; \$17,198.25; \$1,642.22 |
| H-Job & Family, WIA | \$5,420.56; \$10,878.19 |
| M-Juvenile Ct. - Care & Custody | \$56.45 |
| M-Juvenile Ct. - Intake Coordinator | \$364.50 |
| M-Juvenile Ct. - Placement II | \$610.40 |
| M-Juvenile Ct. - Title IV-E Reimb. | \$935.54 |
| N-Courthouse Building Repairs | \$9,849.30; \$3,545.82 |
| O-Sanitary Sewer District | \$9,286.78 |
| P-Oakview Admn Bldg. | \$1,890.63 |
| P-Sanitary Sewer District | \$23,724.40; \$4,733.80 |
| S-Clerk of Courts Computer | \$253.52 |
| S-Job & Family, Senior Program | \$3,784.68; \$12,181.24; \$2,195.27 |
| S-Northern Ct. General Special Projects | \$505.10 |
| S-Oakview Juvenile Residential Center | \$7,731.36 |
| S-Sheriff CCW | \$4,575.00 |

S-Sheriff Commissary \$2,017.99
 S-Western Court General Special Projects \$366.45
 U-Sheriff's Reserve Account \$84.99

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

BELMONT CO. SHERIFF/GENERAL FUND

| FROM | TO | AMOUNT |
|----------------------------------|----------------------------------|---------------|
| E-0131-A006-A03.002 Jail Payroll | E-0131-A006-A15.007 Unemployment | \$2,540.02 |

BELMONT CO. JUVENILE COURT/TRUANT OFFICER GRANT FUND M79

| FROM | TO | AMOUNT |
|------------------------------|------------------------------------|---------------|
| E-0400-M079-M02.008 Fringes | E-0400-M079-M04.000 Other Expenses | \$2,400.00 |
| E-0400-M079-M01.002 Salaries | E-0400-M079-M04.000 Other Expenses | \$1,900.00 |

BELMONT CO. SSD/WWS #3 REVENUE FUND P05

| FROM | TO | AMOUNT |
|-------------------------------------|-------------------------------|---------------|
| E-3702-P005-P34.074 OE Transfer Out | E-3702-P005-P19.012 Equipment | \$3,000.00 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

THE BEMONT COUNTY GENERAL FUND AND

THE N29 CAPITAL PROJECTS-FACILITIES FUND

| FROM | TO | AMOUNT |
|--|---|---------------|
| <i>General Fund</i> E-0257-A015-A15.074 Transfers Out | <i>N29 Capital Projects-Facilities Fund</i> R-9029-N029-N04.574 Transfers In | \$162,438.61 |

\$23,339.00 for the Recorder's HVAC and \$139,099.61 for the renovations to the Common Pleas Courtroom

FUND FOR THE WATER & SEWER DEPOSIT FUND T10

| FROM | TO | AMOUNT |
|---|---|---------------|
| <i>WSGDF Transfer Out</i> E-3711-T010-T04.074 WSGDF Transfer Out | <i>Various Transfers In</i> R-3701-P003-P15.574 WWS #2 Revenue | \$ 131.11 |
| E-3711-T010-T04.074 WSGDF Transfer Out | R-3702-P005-P15.574 WWS #3 Revenue | \$ 539.20 |
| E-3711-T010-T04.074 WSGDF Transfer Out | R-3704-P051-P08.574 SSD #1 Revenue | \$ 127.20 |
| E-3711-T010-T04.074 WSGDF Transfer Out | R-3705-P053-P08.574 SSD #2 Revenue | \$ 109.82 |
| E-3711-T010-T04.074 WSGDF Transfer Out | R-3706-P055-P08.574 SSD #3A | \$ 83.85 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Probst 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 3, 2013****

N37 CAPITAL PROJECTS/I-70 MALL INTERCHANGE PROJECT FUND

E-9037-N037-N08.074 Transfers Out \$1,914,473.53

****May 22, 2013****

BELMONT CO. PORT AUTHORITY FUND S12

E-9799-S012-S18.000 Expenses Oil & Gas Expo \$ 7,756.15

****May 29, 2013****

BELMONT CO. PORT AUTHORITY FUND S12

E-9799-S012-S20.000 Property Sales/Purchases \$ 10,000.00

****June 12, 2013****

APPROPRIATIONS FOR THE GENERAL FUND

E-0131-A006-A17.012 Cruisers \$429.76

CORSA Reimbursement for 02/26/13 Sheriff's Dept. accident//check deposited 06/04/13.

APPROPRIATIONS FOR THE GENERAL FUND

E-0051-A001-A24.000 Infrastructure/ORC .026 \$1,000,000.00

BCDJFS/WORKFORCE DEVELOPMENT FUND H05

E-2600-H005-H12.000 Windstorm NEG OH 26 \$ 112,777.37

BCDJFS/WIA AREA 16 FUND H08

E-2610-H008-H07.000 Bel. Co. Windstorm \$ 112,777.37

E-2610-H008-H08.000 Har. Co. Windstorm \$ 509,864.37

BELMONT SOIL & WATER/SOIL CONSERVATION FUND L01

E-1810-L001-L09.000 Travel Expenses \$ 1,420.00

E-1810-L001-L14.000 Other Expenses \$ 2,840.00

BELMONT CO. JUVENILE COURT/ALTERNATIVE SCHOOL FUND M67

E-0400-M067-M01.002 Salaries \$ 10,362.75

BELMONT CO. SSD/NEFF'S BOND RETIREMENT FUND O12

E-9312-O012-O01.050 Principal Loan Payment \$ 28,700.00

BELMONT CO. PORT AUTHORITY FUND S12

E-9799-S012-S21.000 Armory Property \$ 6,880.86

BCDJFS/CHILDREN'S SERVICES FUND S25

E-2766-S025-S10.074 Transfers Out \$ 2,421.00

OAKVIEW JUVENILE RESIDENTIAL/VARIOUS FUNDS

| | | |
|---------------------|---------------------|-------------|
| E-8010-S030-S51.002 | Salaries | \$ 15.00 |
| E-8011-S031-S02.000 | Food (Meal Tickets) | \$ 70.65 |
| E-8011-S031-S02.000 | Food (NSLA) | \$ 1,181.80 |
| E-8012-S032-S00.00 | Activity Fund | \$ 266.80 |

PROSECUTOR'S/ VICTIM ASSISTANCE PRGORAM FUND W80

| | | |
|---------------------|--------|-------------|
| E-1511-W080-P01.002 | Salary | \$ 3,840.00 |
| E-1511-W080-P05.003 | PERS | \$ 965.00 |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF MARCH, APRIL & MAY, 2013**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of

Funds for Waived Hospitalization for the months of March, April & May, 2013.

| FROM | | TO | |
|----------------------------|-------------------------------|----------------------------|------------------|
| E-0256-A014-A08.006 | GENERAL | R-9891-Y091-Y03.500 | 7,250.00 |
| E-2210-E001-E15.006 | COUNTY HEALTH | R-9891-Y091-Y03.500 | 750.00 |
| E-5005-S007-S06.006 | BCDJFS SENIOR PROGRAM | R-9891-Y091-Y03.500 | 1,833.33 |
| E-3701-P003-P31.000 | WATER & SEWER WWS#2 | R-9891-Y091-Y03.500 | 266.45 |
| E-3702-P005-P31.000 | WATER & SEWER WWS#3 | R-9891-Y091-Y03.500 | 640.02 |
| E-3704-P051-P15.000 | WATER & SEWER SSD#1 | R-9891-Y091-Y03.500 | 170.73 |
| E-3705-P053-P15.000 | WATER & SEWER SSD #2 | R-9891-Y091-Y03.500 | 132.81 |
| E-3706-P055-P15.000 | WATER & SEWER SSD #3A | R-9891-Y091-Y03.500 | 29.10 |
| E-3707-P056-P15.000 | WATER & SEWER SSD #3B | R-9891-Y091-Y03.500 | 10.89 |
| E-8010-S030-S68.006 | OAKVIEW JUVENILE REHAB | R-9891-Y091-Y03.500 | 416.66 |
| E-0910-S033-S47.006 | DISTRICT DETENTION | R-9891-Y091-Y03.500 | 666.66 |
| E-0400-M060-M29.008 | JUVENILE (Care & Custody) | R-9891-Y091-Y03.500 | 250.00 |
| E-0400-M067-M05.008 | JUVENILE (Alternative School) | R-9890-Y091-Y03.500 | 0.00 |
| E-0400-M079-M02.008 | JUVENILE (Fringes) | R-9890-Y091-Y03.500 | 250.00 |
| E-4110-T075-T52.008 | WIC FRINGES | R-9891-Y091-Y03.500 | 500.00 |
| E-2510-H000-H16.006 | PUBLIC ASSISTANCE | R-9891-Y091-Y03.500 | 2,750.00 |
| E-2760-H010-H12.006 | PUBLIC ASSISTANCE/CS | R-9891-Y091-Y03.500 | 750.00 |
| E-2310-S049-S63.000 | MENTAL HEALTH | R-9891-Y091-Y03.500 | 500.00 |
| E-2812-K000-K20.006 | MVGT-K11 ENGINEERS | R-9891-Y091-Y03.500 | 1,000.00 |
| E-2410-S066.S80.000 | DEVELOPMENTAL DISABILITIES | R-9891-Y091-Y03.500 | 2,750.00 |
| E-1520-S077-S04.006 | CORRECTION ACT GRANT | R-9891-Y091-Y03.500 | 0.00 |
| E-1810-L001-L14.000 | SOIL AND WATER | R-9891-Y091-Y03.500 | 0.00 |
| E-1210-S078-S14.006 | RECORDER/SUPP EQUIPMENT | R-9891-Y091-Y03.500 | 0.00 |
| E-1310-J000-J06.000 | REAL ESTATE ASSESSMENT | R-9891-Y091-Y03.500 | 250.00 |
| E-6010-S079-S07.006 | COURTS | R-9891-Y091-Y03.500 | 0.00 |
| E-1551-S088-S03.006 | WESTERN CT. GEN. SPEC. PROJ. | R-9891-Y091-Y03.500 | 250.00 |
| E-9799-S012-S02.006 | PORT AUTHORITY | R-9891-Y091-Y03.500 | <u>250.00</u> |
| | | TOTAL | 21,666.65 |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR MAY, 2013**

Motion made by Mr. Probst seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of May, 2013.

Gross Wages P/E 5/4/13 to 5/18/13

GENERAL FUND

| | | | |
|--------------------|---------------------|---------------------|-----------------|
| AUDITOR | E-0011-A001-B09.003 | R-9895-Y095-Y01.500 | 5,286.27 |
| AUD EMPL-PERS PROP | E-0012-A001-B14.003 | R-9895-Y095-Y01.500 | 422.87 |
| AUD EMPL-REAL PROP | E-0013-A001-B18.003 | R-9895-Y095-Y01.500 | 422.87 |
| CLERK OF COURTS | E-0021-A002-E09.003 | R-9895-Y095-Y01.500 | 2,458.60 |
| CO. CT. EMPL | E-0040-A002-G08.003 | R-9895-Y095-Y01.500 | 4,059.48 |
| COMMISSIONERS | E-0051-A001-A25.003 | R-9895-Y095-Y01.500 | 4,284.38 |
| NURSES-JAIL | E-0052-A001-A91.003 | R-9895-Y095-Y01.500 | 1,294.12 |
| COMM-DIS SERV | E-0054-A006-F05.003 | R-9895-Y095-Y01.500 | 639.76 |
| COMM-MAINT & OP | E-0055-A004-B16.003 | R-9895-Y095-Y01.500 | 4,276.11 |
| 9-1-1 DEPT | E-0056-A006-E08.003 | R-9895-Y095-Y01.500 | 5,781.40 |
| COMM PLEAS CT EMPL | E-0061-A002-B14.003 | R-9895-Y095-Y01.500 | 4,381.00 |
| MAGISTRATE | E-0063-A002-B28.003 | R-9895-Y095-Y01.500 | 1,190.20 |
| ENGINEERS EMPL | E-0070-A012-A08.003 | R-9895-Y095-Y01.500 | 1,223.39 |
| PROBATE CT EMPL | E-0081-A002-D10.003 | R-9895-Y095-Y01.500 | 1,480.96 |

| | | | |
|------------------------------|---------------------|---------------------------|----------------------|
| PROBATE CT JUV EMPL | E-0082-A002-C36.003 | R-9895-Y095-Y01.500 | 6,501.96 |
| PROSECUTING ATTNY | E-0111-A001-E09.003 | R-9895-Y095-Y01.500 | 5,859.32 |
| RECORDER | E-0121-A006-B09.003 | R-9895-Y095-Y01.500 | 4,252.32 |
| SHERIFF EMP (PERS) | E-0131-A006-A13.003 | R-9895-Y095-Y01.500 | 4,322.12 |
| TREASURER | E-0141-A001-C09.003 | R-9895-Y095-Y01.500 | 2,492.87 |
| CORONER | E-0151-A002-F07.003 | R-9895-Y095-Y01.500 | 804.94 |
| SOLDIER'S RELIEF | E-0160-A009-D07.003 | R-9895-Y095-Y01.500 | 2,563.98 |
| PUBLIC DEFENDER | E-0170-A006-G09.003 | R-9895-Y095-Y01.500 | 1,958.28 |
| BD OF ELECT/EMPLY | E-0181-A003-A09.003 | R-9895-Y095-Y01.500 | 2,995.50 |
| BUDGET COMM | E-0210-A001-F02.003 | R-9895-Y095-Y01.500 | 31.98 |
| T. B. SAN | E-0300-A008-B10.003 | R-9895-Y095-Y01.500 | <u>298.27</u> |
| | | TOTAL GENERAL FUND | 69,282.95 |
| DOG & KENNEL | E-1600-B000-B08.003 | R-9895-Y095-Y01.500 | 760.61 |
| COUNTY HEALTH | E-2210-E001-E10.003 | R-9895-Y095-Y01.500 | 3,597.42 |
| Trailer Parks | E-2211-F069-F04.000 | R-9895-Y095-Y01.500 | |
| Home Sewage Treatment Sys | E-2227-F074-F06.000 | R-9895-Y095-Y01.500 | |
| Vital Statistics | E-2213-F075-F02.003 | R-9895-Y095-Y01.500 | |
| Public Health Infrastructure | E-2214-F076-F01.002 | R-9895-Y095-Y01.500 | |
| Family Planning | E-2215-F077-F01.002 | R-9895-Y095-Y01.500 | 870.00 |
| Tobacco Program | E-2216-F078-F02.002 | R-9895-Y095-Y01.500 | 427.00 |
| CDC Lead | E-2228-F080-F01.002 | R-9895-Y095-Y01.500 | |
| PREP | E-2230-F082-F01.002 | R-9895-Y095-Y01.500 | 371.00 |
| PHEP | E-2231-F083-F01.002 | R-9895-Y095-Y01.500 | 578.00 |
| Food Service | E-2218-G000-G06.003 | R-9895-Y095-Y01.500 | |
| HUMAN SERVICES | E-2510-H000-H12.003 | R-9895-Y095-Y01.500 | 41,180.29 |
| FLOOD GRANT-HUMAN SERV | E-2600-H005-H11.000 | R-9895-Y095-Y01.500 | 4,479.13 |
| WINDSTORM -HUMAN SERV | E-2600-H005-H12.000 | R-9895-Y095-Y01.500 | 1,439.17 |
| C.S.E.A. | E-2760-H010-H07.003 | R-9895-Y095-Y01.500 | 7,347.96 |
| R.E. ASSESSMENT | E-1310-J000-J04.003 | R-9895-Y095-Y01.500 | 3,481.65 |
| ENGINEER K-1 & K-2 | E-2811-K000-K08.003 | R-9895-Y095-Y01.500 | 3,593.50 |
| ENG EMP-MVGT K-11 | E-2812-K000-K21.003 | R-9895-Y095-Y01.500 | 11,341.42 |
| ENG EMP-BRIDGE K-25 | E-2813-K000-K34.003 | R-9895-Y095-Y01.500 | 4,487.21 |
| SOIL CONSERVATION | E-1810-L001-L11.003 | R-9895-Y095-Y01.500 | 694.40 |
| Watershed Coordinator | E-1815-L005-L11.003 | R-9895-Y095-Y01.500 | 313.60 |
| Care and Custody-C-Cap | E-0400-M060-M26.003 | R-9895-Y095-Y01.500 | 843.97 |
| Care and Custody-Drug Court | E-0400-M060-M72.003 | R-9895-Y095-Y01.500 | 835.72 |
| Intake Coordinator | E-0400-M062-M02.000 | R-9895-Y095-Y01.500 | 28.03 |
| Alternative School | E-0400-M067-M02.003 | R-9895-Y095-Y01.500 | 534.83 |
| Title IV-E | E-0400-M078-M02.008 | R-9895-Y095-Y01.500 | 347.68 |
| Truant Officer | E-0400-M079-M03.003 | R-9895-Y095-Y01.500 | 523.21 |
| WW#2 | E-3701-P003-P29.003 | R-9895-Y095-Y01.500 | 1,436.57 |
| WW#3 | E-3702-P005-P29.003 | R-9895-Y095-Y01.500 | 7,236.04 |
| SSD#1 | E-3704-P051-P13.003 | R-9895-Y095-Y01.500 | 506.50 |
| SSD#2 | E-3705-P053-P13.003 | R-9895-Y095-Y01.500 | 2,598.30 |
| SSD#3A | E-3706-P055-P13.003 | R-9895-Y095-Y01.500 | 184.84 |
| SSD#3B | E-3707-P056-P13.003 | R-9895-Y095-Y01.500 | 33.50 |
| LEPC | E-1720-P090-P08.003 | R-9895-Y095-Y01.500 | 116.46 |
| Bel Co Port Authority | E-9799-S012-S08.003 | R-9895-Y095-Y01.500 | 700.00 |
| OAKVIEW-JUVENILE | E-8010-S030-S66.003 | R-9895-Y095-Y01.500 | 5,777.06 |
| DIST DET HOME | E-0910-S033-S44.003 | R-9895-Y095-Y01.500 | 6,933.62 |
| MENTAL HEALTH | E-2310-S049-S60.003 | R-9895-Y095-Y01.500 | 2,410.58 |
| COMM PLEAS/MEDIATION SRV | E-1544-S054-S02.003 | R-9895-Y095-Y01.500 | 296.16 |
| MENTAL RETARDATION | E-2410-S066-S76.003 | R-9895-Y095-Y01.500 | 23,666.43 |
| Bel Co Senior Programs | E-5005-S070-S02.003 | R-9895-Y095-Y01.500 | 11,749.95 |
| CORRECTIONS ACT GRNT | E-1520-S077-S03.003 | R-9895-Y095-Y01.500 | 748.98 |
| CLRK CRTS-TITLE DEPT | E-6010-S079-S06.003 | R-9895-Y095-Y01.500 | 2,506.45 |
| EASTERN CRT-COMPUTER | E-1570-S084-S11.003 | R-9895-Y095-Y01.500 | 268.80 |
| NORTHRN CRT-SPECIAL | E-1561-S086-S02.003 | R-9895-Y095-Y01.500 | 167.20 |
| EASTERN CRT-SPECIAL | E-1571-S087-S02.003 | R-9895-Y095-Y01.500 | 114.20 |
| WEST CRT-SPECIAL | E-1551-S088-S02.003 | R-9895-Y095-Y01.500 | 625.05 |
| COMMON PLEAS CRT-SPEC | E-1572-S089-S07.003 | R-9895-Y095-Y01.500 | 145.08 |
| JUV COURT - GEN SPEC | E-1589-S096-S09.000 | R-9895-Y095-Y01.500 | |
| WIC PROGRAM | E-4110-T075-T52.008 | R-9895-Y095-Y01.500 | 1,492.47 |
| IAP | E-2223-T077-T01.002 | R-9895-Y095-Y01.500 | |

| | | | |
|---------------------|---------------------|---------------------|-------------------|
| LAW LIBRARY | E-9720-W020-W03.003 | R-9895-Y095-Y01.500 | 196.00 |
| PROS-VICTIM PROGRAM | E-1511-W080-P05.003 | R-9895-Y095-Y01.500 | 481.40 |
| DRETAC-PROSECUTOR | E-1510-W081-P05.003 | R-9895-Y095-Y01.500 | 616.24 |
| DRETAC-TREASURER | E-1410-W082-T05.003 | R-9895-Y095-Y01.500 | 166.60 |
| | | TOTAL | 228,533.23 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND A00

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 12, 2013:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

| | | |
|---------------------|-------------------|----------|
| E-0170-A006-G05.011 | Contract-Services | \$ 25.07 |
| E-0252-A008-C01.000 | Fees-Registration | \$914.40 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE CAPITAL PROJECTS N29 FUND

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 12, 2013:

| | | |
|---------------------|-----------------------------|--------------|
| E-9029-N029-N02.055 | Court House Building Repair | \$162,438.61 |
|---------------------|-----------------------------|--------------|

\$23,339.00 for the Recorder's HVAC and \$139,099.61 for the renovations to the Common Pleas Courtroom

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |
| Mr. Probst | 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 - \$914.40 from Closed PO 520611 on 06/10/13 E-0252-A008-C01.000 Fees-Registration
\$429.76 CORSA Reimbursement deposited into R-0040-A000-Q00.500 on 06/05/13. *Reimbursement for Sheriff's Dept. accident on 02/26/13.*
\$162,438.61 transferred from the General Fund on 06/12/13 – April Casino Revenue
\$1,914,473.53 transferred from N37 Fund to the General Fund. *Resolution adopted on June 5, 2013 to dissolve the fund.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Linda Wells, Lawrence Wehr & Senior members to travel to Rogers, OH, on June 7, 2013, Mystery Ride in Belmont County on June 21, 2013, and Wheeling, WV on June 24, 2013, for Barnesville Senior Center outings. Daisy Braun, Jack Irwin & Senior members to travel to Pittsburgh, PA, on June 25, 2013, for a St. Clairsville Senior Center outing. Estimated expenses: \$96.00
 Susan Neavin and Floyd Culbertson to travel to Wheeling, WV, on June 20, 2013, and on June 24, 2013, for Flushing Senior Center outings. Estimated expenses: \$48.00

SANITARY SEWER – Jeff Azallion to travel to Wheeling, WV, on June 12, 2013 to attend the O.S. Hill School Bus & Work Truck Seminar. A county vehicle will be used.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH LASH PAVING, INC./ ENGINEER PROJECT 13-1 APPLYING LIQUID BITUMINIOUS MATERIAL TO VARIOUS COUNTY HIGHWAYS FOR DUST CONTROL

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract with Lash Paving, Inc. on behalf of the Belmont County Engineer, in the amount of \$199,880.00, for Project 13-1 Applying Liquid Bituminous Material to various county highways for dust control, based upon the recommendation of Fred Bennett, County Engineer.

Note: Funding Source-MVGT Fund

**CONTRACT WITH THE BELMONT COUNTY COMMISSIONERS
PROJECT 13-1 APPLYING LIQUID BITUMINIOUS MATERIAL**

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS CONTRACT, made and entered into this 12th day of JUNE, 2013 between the **LASH PAVING, INC.**, P.O. Box 296, Colerain, Ohio 43916; and Charles Probst, Jr., Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that the said **LASH PAVING, INC.** hereby agrees to furnish 35,500 gallons of MC-70 and 24,000 gallons of MC-3000 (Liquid Asphalt) for dust control, furnished and applied on roadway, at the rate of 0.25 gallons per square yard or as directed by the County Engineer.

The completion date for this project shall be July 31, 2013.

All work, materials and equipment shall meet the State of Ohio, Department of Transportation Construction and Material Specifications latest edition.

| QUANTITY | DESCRIPTION | UNIT BID PRICE | TOTAL BID AMOUNT |
|----------------|-------------|----------------|------------------|
| 35,500 GALLONS | MC-70 | \$3.44 | \$122,120.00 |
| 24,000 GALLONS | MC-3000 | \$3.24 | \$77,760.00 |

| | |
|--|--------------|
| | \$199,880.00 |
|--|--------------|

And it is further understood and agreed by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **LASH PAVING, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS
Matt Coffland /s/
Charles R. Probst, Jr. /s/
Ginny Favede /s/

LASH PAVING, INC.
 BY: David P. Lash /s/

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: CO. ROAD 10 – Mrs. Favede noted she received a complaint this morning from the Lafferty Fire Chief regarding Co. Road 10 and problems with tar again. He said it is getting inside of their vehicles and that he spoke with the County Engineer and was told there was nothing that could be done. Deputy Engineer Mike Wahl said from what he understands they are going to start road oil in mid June. Obviously the contract just got awarded so they haven't started yet. They are sweeping and getting ready for both the chip and seal, the patching that they will be doing with asphalt and getting ready for the striping project.

IN THE MATTER OF LIQUOR PERMIT FOR FOOD BY JANE, LLC, DBA FOOD BY JANE, UNIONTOWNSHIP, BELMONT, OH

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for C2, D1, D3 and D3A liquor permit, Permit # 2804974, for Food By Jane, LLC, DBA Food By Jane, 41010 National Rd., Union Twp., Belmont, OH 43718. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Note:

- C2 Wine and certain prepackaged mixed drinks in sealed containers for carry out.
- D1 Beer only for on premises consumption or in sealed containers for carry out.
- D3 Spirituous liquor for on premises consumption only until 1:00am.
- D3A Extend issued permit privileges until 2:30am.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO EXECUTE THE MEMORANDUM OF UNDERSTANDING FOR WIA LOCAL AREA 16 ONE-STOP OPERATIONS

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize Commission President Ginny Favede to execute the Memorandum of Understanding for WIA Local Area 16 One-Stop Operations, effective July 1, 2013 until June 30, 2015.

**Memorandum of Understanding
for
WIA Local Area 16
One-Stop Operations
Recitals:**

The purpose of this Memorandum of Understanding (MOU) is to define the roles and responsibilities as mutually agreed by the parties for the operation of the One-Stop Service Delivery System in WIA Local Area 16 (Area) as required under the Workforce Investment Act (WIA).

- A. WIA Section 121(c) requires that each Local Workforce Investment Board (LWIB), with the agreement of the Area's Chief Elected Officials (CEOs), enter into a memorandum of understanding with all the entities that will serve as partners in the One-Stop delivery system that operates in each LWIB's local area.
- B. Title 20 of the Code of Federal Regulations, Part 662.230 (20 CFR 662.230) mandates all entities that are required partners in a local area to enter into a memorandum of understanding with the LWIB in the respective area pursuant to WIA Section 121(c).
- C. WIA Section 121(b)(1) identifies the federal programs and requires that the services and activities under each of those programs must be made available through each local area's One-Stop Delivery System. The entities that receive the federal funds for each of these programs and/or have the responsibility to administer the respective programs in the Area are required partners under WIA Section 121(b)(1).
- D. WIA Section 121(b)(2) prescribes how entities that provide programs other than those required under WIA Section 121(b)(1)(B) may participate in a local area's One-Stop delivery system as "additional partners" and provide the services available under their programs through the One-Stop delivery system.
- E. In Part II of the Workforce Investment Act; Final Rules, located in Volume 65 of the Federal Register, page 49312 (65 Fed. Reg. 49312) the DOL finds that the intent of WIA Section 121 is that both required and additional partners are included as parties to the MOU. Therefore, all entities that participate in Area's One-Stop delivery system as One-Stop partners (Partners), whether required or additional, must be parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, plans, and policies.
- F. 20 CFR 662.280 clarifies that the requirements of each partner's authorizing legislation continue to apply under the One-Stop system and that participation in the One-Stop delivery system is in addition to other requirements applicable to each partner's program under each authorizing law.
- G. The United States Department of Labor (DOL) is the federal agency responsible for the administration of the workforce development programs—including WIA.
- H. The DOL recognizes the Ohio Department of Job & Family Services (ODJFS) as the agency responsible for the administration and oversight of workforce development and employment-related programs in the State of Ohio—including WIA—pursuant to 29 USC 49c. The ODJFS Office of Workforce Development (OWD) fulfills this role on behalf of the agency.

Parties to the Agreement include:

Local Area 16 Council of Government -
 Belmont County Commissioner, Carroll County Commissioner, Harrison County Commissioner, Jefferson County Commissioner

Required Partners

| Partner Name | Program | Program Authority |
|---|---------|--|
| Mid-East Career and Technology Centers, Eastern Gateway Community College | ABLE | Adult Education and Literacy (WIA 121(b)(1)(B)(iii)) – WIA Title II |
| Jefferson County CAC | CSBG | Community Services Block Grant Employment & Training Programs (42 USC 9901 <i>et seq.</i>) |
| N/A | N/A | Department of Housing and Urban Development (HUD) – Employment and Training Programs (WIA 121 (b)(1)(B)(xi)) |

| Partner Name | Program | Program Authority |
|--|--|---|
| Belmont College, Eastern Gateway Community College | Post-secondary Education | Postsecondary Vocational Education – Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301) |
| Ohio Rehabilitation Services Commission | Title I Rehabilitation Services | Rehabilitation Act, Title I, Parts A & B – Rehabilitation Services Commission (29 USC 720) |
| N/A | N/A | Social Security Act – Welfare to Work Programs (42 USC 603(a)(5)) |
| Belmont County CAC Jefferson County CAC | SCSEP | Older Americans Act Title V – Senior Community Service Employment Program (SCSEP) (42 USC 3056) |
| ODJFS | Title II Trade | Trade Act Title II, Chapter 2 – Trade Adjustment Assistance (TAA) (19 USC 2317) and North American Free Trade Agreement (NAFTA) (19 USC 2271) |
| ODJFS | UC | Unemployment Insurance (UI) – (5 USC 85) (ORC Chapter 4141) |
| ODJFS | Wagner-Peyser | WIA Title III – Wagner-Peyser Act Programs (29 USC 49) |
| Belmont County DJFS/Carroll County DJFS/Harrison County DJFS/Jefferson County CAC | WIA Adult/DLW | WIA Title I – Adult and Dislocated Worker Programs – (29 USC 2861, 29 USC 2872(b) and (c)) |
| ODJFS | Title I Veteran’s Services | WIA Title I – Veteran’s Workforce Programs – (29 USC 2913, 29 USC 2919) |
| N/A | N/A | WIA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901) |
| N/A | N/A | WIA Title I – Migrant and Seasonal Farm Worker Programs (29 USC 2912, 29 USC 2919) |
| N/A | N/A | WIA Title I – Native American Programs (29 USC 2911, 29 USC 2919) |
| Belmont County CAC/Belmont County DJFS/Carroll County DJFS/Harrison County DJFS/Jefferson County CAC | WIA Youth/ In-school and Out-of-School | WIA Title I – Youth Programs (29 USC 2852(a), 29 USC 2872(a)) |

Additional Partners

| Partner Name | Program | Program Authority |
|--|-----------------------------------|-------------------|
| PIA/Jump Start Truck Driving School | Commercial Truck Driving Training | N/A |
| Carroll County Family and Children First | GED/Tutoring | N/A |
| Carroll County DJFS | TANF | TANF |

Definitions

- A. **Administrative Entity:** Entity(ies) designated by the Chief Elected Officials to coordinate and administer WIA activities and services within a local area on the LWIB’s behalf and in accordance with all applicable federal, state, and local rules, policies, plans, and the terms of this MOU.
- B. **Chief Elected Officials:** Identified in WIA Section 101(6) as the chief elected officer of a unit of general local government in a local area or the individuals designated under a local agreement pursuant to WIA Section 117(c). Per Section 6301.01 of the Ohio Revised Code (ORC), chief elected officials can include the boards of county commissioners or the chief elected official of a municipality.
- C. **Core Services:** The services that must be provided at a minimum to eligible individuals through the One-Stop delivery system in each local area. The core services that must be provided as part of the One-Stop delivery system are listed in WIA Section 134(d)(2). The core services that each required partner must provide through the One-Stop delivery system are listed in 20 CFR 662.240.
- D. **Cost Allocation:** Per 66 Fed. Reg. 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner’s fair share of One-Stop operating costs.
- E. **Fair Share:** Per 20 CFR 662.270, it is the portion of One-Stop operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the One-Stop system.
- F. **Fiscal Agent:** An entity appointed by a local area’s Chief Elected Officials in accordance with WIA Section 117(d)(3)(B)(i) to be responsible for the administration and disbursement of WIA and other funds allocated for workforce development activities in the local area. WIA Section 117(d)(3)(b)(i)(II) provides that designation of a fiscal agent does not relieve the Chief Elected Officials from their liability for misspent funds.
- G. **Governor’s Executive Workforce Board (GEWB):** Established by the Ohio Governor under Executive Order 2012-02K to advise the Governor on the development, implementation, and continuous improvement of Ohio’s workforce system, and to overarching WIA-related activities as directed by the Governor.
- H. **In-Kind Contributions:** 66 Fed. Reg. 29639-29640 defines these types of contributions as donations from third parties that are not to be confused with contributions to the One-Stop by partner programs of such things as space, equipment, staff, or other goods and services for which the partner program incurs a cost.
- I. **Intensive Services:** As defined in WIA Section 134 (d)(3), persons who meet the eligibility criteria outlined in subsection (A) will be eligible for these services—which include, but are not limited to—comprehensive and specialized assessments, individual employment plan development, counseling, case management, and short-term prevocational services.
- J. **Local Area:** A geographic region of a state designated by the Governor in accordance with WIA Section 116. ORC 6301.01(A) provides that a local area can be a municipality, a county, a group of two or more counties, or a county/municipality combination.
- K. **Local Workforce Investment Board (“LWIB”):** The board created by the chief elected officials pursuant to WIA Section 117 and ORC 6301.06 with responsibility for the development of the local plan and for oversight of the workforce development activities in the local area per 29 USC 2832(d).
- L. **Additional Partner:** Per WIA 121 (b)(2) and 20 CFR 662.210, an entity that carries out a program not identified as required under WIA that is approved by the LWIB and the Chief Elected Officials to be included as a One-Stop partner in a local area.
- M. **One-Stop Delivery System:** From the definitions found in 20 CFR 662.100 and Section 5101:9-31-18 of the Ohio Administrative Code (OAC), a One-Stop Delivery System is essentially a collaborative effort among public service agencies, non-profit organizations and private entities that administer workforce investment, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.
- N. **One-Stop Operator:** An entity or consortium of entities designated in accordance with WIA Section 121(d) (20 CFR 662.410) to operate a One-Stop site and to perform One-Stop service delivery activities in accordance with all applicable federal, state, and local rules and policies and the terms of this MOU.
- O. **Required Partner:** An entity that carries out one or more of the programs or activities identified under WIA Section 121 (b)(1) and is required under that Section to participate in the One-Stop delivery system and to make the core services under its program or activity available through the One-Stop System.

- P. **Resource Sharing:** Per 66 Fed. Reg. 29639, it is the cash and/or resources each partner will contribute to fund its fair share of costs for operation of the One-Stop system. This can include “in-kind” contributions from third parties to partner programs as defined in Section H of this Article.
- Q. **Training Services:** As defined in WIA Section 134(d)(4), persons eligible for intensive services, but who are unable to obtain or retain employment through such services will be eligible for training services—which include, but are not limited to—occupational skills training, on-the-job training, programs that combine workplace training with related instructions, private-sector training programs, skills upgrades, entrepreneurial training, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- R. **WIA:** The Workforce Investment Act of 1998 outlines the structure of a national workforce preparation and employment system designed to meet the needs of both employers and individuals.
- S. **WIA Local Plan:** A comprehensive 5-year plan developed by each LWIB that identifies the respective local area’s current and projected workforce investment needs, the One-Stop delivery system, performance standards, and strategies to address the workforce investment needs in consideration of performance standards per WIA Section 118.
- T. **WIA State Plan:** A comprehensive 5-year plan developed by the State that identifies the state’s current and projected workforce investment needs and describes the State’s workforce investment system, the activities and services provided as a part of that system, and the strategies for the performance of those activities and the delivery of those services as required under WIA Section 112.

Article I: One-Stop System Description

A. Overview & General Description

- 1. All LWIBs are required to establish and operate local One-Stop service delivery systems in accordance with WIA Section 121 and the WIA State Plan and with the WIA Local Plan for their respective Local Areas.
- 2. WIA Section 134(c) lists the services and activities that must be provided through the One-Stop delivery system. WIA Section 117(d)(4) gives the LWIBs the responsibility for oversight of the One-Stop delivery system in each local area and requires the LWIBs to describe the activities and functions of the One-Stop service delivery system and to prescribe the guidelines for carrying out these responsibilities in the Local WIA Plan.
- 3. Area’s One-Stop system consists of 4 One-Stop centers—including:

| Location Code | One-Stop Center Name | Address | Counties Served |
|---------------|--|---|-----------------|
| 1 | Belmont County DJFS/Connections One Stop | 302 Walnut Street, Martins Ferry | Belmont |
| 2 | Carroll County DJFS/Connections One Stop | 55 East Main Street (Rear), Carrollton | Carroll |
| 3 | Harrison County DJFS/Connections One Stop | 520 North Main Street, Cadiz | Harrison |
| 4 | Jefferson County Community Action Commission | 114 North 4 th Street Steubenville | Jefferson |
| 5 | | | |

B. Administrative Structure

- 1. State Workforce Agency: The Ohio Department of Job & Family Services, Office of Workforce Development, 4020 East 5th Avenue, Columbus, Ohio 43219.
- 2. Administrative Entity: **Carroll County Department of Job and Family Services, P.O. Box 219, Carrollton, OH 44615**
- 3. Fiscal Agent: **Belmont County Department of Job and Family Services, 310 Fox-Shannon Place, St. Clairsville, OH 43950**
- 4. Chief Elected Officials: Belmont County Commissioner (1)
Carroll County Commissioner (1)
Harrison County Commissioner (1)
Jefferson County Commissioner (1)
- 5. One-Stop Operator: **Belmont County DJFS, 310 Fox-Shannon Place, St. Clairsville, OH 43950**
Carroll County DJFS, 95 East Main Street, Carrollton, OH 44615
Harrison County DJFS, 520 North Main Street, Cadiz, OH 43907
Jefferson County CAC, 114 North 4th Street, Steubenville, OH 43952

C. Workflow

A diagram that depicts the One-Stop customer workflow is included Attachment A to this MOU.

Article II: Agreement Period

- A. This MOU will be in effect from **July 1, 2013, until June 30, 2015**, unless an extension is granted per Section B of this Article.
- B. A renewal of this MOU will be executed in order to remain compliant with WIA Section 121(c). In the event that the renewal MOU will not be fully executed and effective on the date this MOU expires, the parties may submit a request to OWD for an extension to this MOU until such time that a renewal MOU is fully executed. Such decision will be at OWD’s discretion, will be communicated to all parties in writing, and will require a formal amendment to this MOU.

Article III: Partner Responsibilities

- A. 20 CFR 662.230 lists the minimum responsibilities of all required partners under WIA. For consistency, all Partners will assume the responsibilities identified below, unless otherwise specified in this Article.
 - 1. Make the core services provided under the Partner’s program available to individuals through the Area’s One-Stop delivery system in accordance with Article IV of this MOU.
 - 2. Participate in cost-sharing activities as described in Article VI of this MOU and use a portion of funds made available to each partner’s program—to the extent not inconsistent with the federal law that authorizes each partner program—to:
 - a. Create and maintain the One-Stop delivery system; and
 - b. Provide core services per WIA Section 134(d)(1)(B).
 - 3. Remain as a party to this MOU throughout the Agreement period identified in Article II in order to participate as a One-Stop partner per WIA Section 121(c).
 - 4. Participate in the operation of the One-Stop system in accordance with the terms of this MOU and with the requirements of authorizing laws per WIA Section 121(b)(1)(B)
 - 5. Required Partners must provide representation on the Area’s LWIB per WIA Section 117 (b)(2)(A)(vi). Additional partners may participate on the Area’s LWIB with the agreement of the Area’s LWIB members and Chief Elected Officials. However, when a program is administered by more than one entity in the Area, it is not necessary that every entity provide representation on the LWIB. One entity may provide representation on the LWIB for the program.
- B. In addition to the minimum responsibilities required under WIA as identified in Section A of this Article, Partner responsibilities include:
 - 1. Provide priority of service to veterans and covered spouses for any qualified job training program pursuant to the Jobs for Veterans Act as prescribed in 38 USC 4215.
 - 2. Compliance with WIA and all federal, state, and local laws, rules, and policies applicable to parties in their respective roles under this MOU and as consistent with the rules that govern each partner’s respective program. Each partner expressly agrees to notify LWIB of any changes to the rules governing its respective program that impact the partner’s performance under this MOU. LWIB will communicate the changes to OWD, the One-Stop Operators, and any other affected partners.

3. Each partner must ensure compliance by its staff members who work in the One-Stop center(s) with One-Stop policies and procedures. Should a conflict exist between the One-Stop's personnel policies and a partner's personnel policies, the partner's policies will prevail.
4. Use of common practices and procedures; forms and documents; software systems or applications; and other forms of media as agreed to by all parties in the performance of One-Stop services and activities and functions that support the One-Stop service delivery system.

Article IV: Programs, Services, & Activities

- A. WIA Section 121(b)(1)(B) identifies the programs, services and related activities that must be provided through the One-Stop Delivery System in each local area. WIA Section 121(c)(2) requires this MOU to include a description of the core services that will be provided through the Area's One-Stop service delivery system and to identify the service delivery method(s) each partner will use to deliver the core services. This MOU will also identify the intensive, training, and employer services that each partner will provide to ensure that all parties' responsibilities are clearly identified herein.
- B. The One-Stop Services document, which is Attachment B to this MOU, and hereby incorporated, lists and describes the core, intensive, training, and employer services and the array of service delivery methods.
- C. **Required Partner Services:** The table below identifies the services each required partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each in the One-Stop Services document. The service delivery methods are identified by the codes listed in the One-Stop Services document.

| Partner Name | Program Name | Services(Enter Number) | | | | Service Delivery Method by Location Code |
|---|------------------------------------|------------------------|-----------|---------------|----------|--|
| | | Core | Intensive | Training | Employer | |
| Mid-East Career and Technology Centers | ABLE | 2 | 1,4 | 1,5,8 | N/A | 1: PT, T,B,P,O |
| Eastern Gateway Community College | ABLE | N/A | N/A | 8 | N/A | 4: PT,T,B,P,O |
| Jefferson County CAC | WIA Adult, DLW, Youth | 1 – 11 | 1,2,4,5,6 | 1,2,5,7 | 1 - 8 | 4: FT,T,A,B,P,O |
| Belmont County CAC | WIA Youth | 2,4,8,10,11 | 2,4,5,6 | 3,7 | N/A | 1: FT,T,A,P,B,O |
| Belmont College | Post - secondary | 2,4,10 | 1,4 | 1,5 | 1,5 | 1: PT,T,A,B,P,O |
| Eastern Gateway Community College | Post-secondary | 2,4 | 1,4 | 1,5 | N/A | 4: PT,T,A,B,P,O |
| Ohio Rehabilitation Services Commission | Rehabilitation Services | N/A | 4,5 | 1,2,3,4,5,6,7 | N/A | 1,2,3,4: FT/PT,T,B,P,O |
| ODJFS | Wagner-Peyser, Unemployment, Trade | 1 – 11 | 1,2,4,5,6 | 1,2,3,4,5,7 | 1 - 8 | 1,2,3,4: FT/PT, T,A,B,P,O |
| ODJFS | Veterans' Services | N/A | 1 – 5 | N/A | N/A | 1,2,3,4: FT/PT, T,B,P |
| Belmont County DJFS | WIA | 1 – 11 | 1,2,4,5,6 | 1,2,5,7 | 1 - 8 | 1: FT,T,A,B,P |
| Belmont County DJFS | TANF | 1,2,3,4,10 | 2,5 | N/A | N/A | 1: FT, O |
| Carroll County DJFS | WIA | 1 – 11 | 1,2,4,5,6 | 1,2,5,7 | 1 - 8 | 2: FT,T,A,B,P |
| Carroll County DJFS | TANF | 1,2,3,4,10 | 2,5 | N/A | N/A | 2: FT, T,A,B,O |
| Harrison County DJFS | WIA | 1 – 11 | 1,2,4,5,6 | 1,2,5,7 | 1 - 8 | 3: PT,T,A,B,P,O |

- D. **Additional Partner Services:** WIA Section 121(b)(2)(B) describes the types of programs that may be included as "additional" programs in the One-Stop Delivery System. The table below identifies the services each additional partner will provide and the method(s) of service delivery each partner will use. The services are identified by the corresponding numbers listed for each in the One-Stop Services document. The service delivery methods are identified by the codes listed in the One-Stop Services document.

| Partner Name | Program Name | Services (Enter Number) | | | | Service Delivery Method by Location Code |
|--|--------------|-------------------------|-----------|----------|----------|--|
| | | Core | Intensive | Training | Employer | |
| PIA/Jump Start Truck Driving School | CDL - A | 4, 5 | N/A | 1 | N/A | 4: PT,T,A,B,P |
| Carroll County Family and Children First Council | GED/Tutoring | 1 - 11 | 1 | N/A | N/A | 2: FT,T,B,P |
| Carroll County DJFS | TANF | 1 – 11 | N/A | N/A | N/A | 2: FT,T,A,B,P |

- E. Per 20 CFR 662.260, access to each partner's services and activities other than those identified in Section B will be provided as follows:

| Partner Name | Program Name | Method of Access to Other Services |
|--------------|--------------|------------------------------------|
| N/A | N/A | N/A |

Article

V:

Method of Referral

Pursuant to WIA Section 121(c)(2)(A)(iii), the parties agree that the referral of individuals between the One-Stop Operator(s) and the partners' for the services and activities described in Article IV will be performed using the following methods:

- A. Referrals between the One Stop Operator(s) and partners for services and activities will be accomplished by means of the Area Referral Form (attached).

Article VI: Funding/Resource Sharing

- A. **One-Stop Funding/Resource Sharing Requirements:**
 1. WIA 121(c)(2)(A)(ii) and 20 CFR 662.270 require that the funding arrangements for services and operating costs of the One-Stop service delivery system must be described in this MOU.
 2. The methodologies described herein must be allowable under each partner's respective program and under all applicable federal and state rules—including the Office of Management and Budget (OMB) Circulars applicable to each partner's type of organization. Per 66 Fed. Reg. 29638, this MOU must identify:
 - a. The shared One-Stop costs.
 - b. The methodologies that will be used to determine each party's proportionate "fair" share of those costs
 - c. The methodologies that will be used to allocate each party's fair share of costs across the cost categories.
 - d. The method(s) each party will use to fund its fair share of costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.
- B. **One-Stop Operating Costs:**
 1. The shared One-Stop operating costs, the projected cost amounts, and each party's method of funding its fair share of those costs are identified in the One-Stop Budget Planning and Reconciliation Document, which is included as Attachment C to this MOU and hereby incorporated. The methodologies that will be used to determine each party's fair share of One-Stop operating costs and to allocate each party's fair share are as follows:
 - a. Identification of Shared Costs;
 - b. Shared Costs Budget;
 - c. Proportionate Share and Cost Allocation;
 - d. Resource Sharing (may include cash contributions, contributions of staff time, equipment and other resources; and
 - e. Resource Sharing Agreements.
- C. **Program Costs/Services:**
 1. 66 Fed. Reg. 29638, 29645, stipulates that costs allowable under and allocable to more than one partner program may be considered shared costs that are allocated among the eligible partner programs provided that such action is not prohibited by

the partner programs' governing statutes. The manner(s) in which the parties agree to address costs chargeable to more than one partner program must be described in this MOU.

2. All parties expressly agree to use the following methodologies to determine if a particular cost is chargeable to more than one partner program and to address costs found to be chargeable to more than one partner in accordance with the following:
 - a. **Methodology to Determine Shared Service Costs: Methodology to determine shared costs in the Area 16 One Stops continues to be by a combination of FTE and square foot equivalency.**
 - b. **Treatment of Costs Chargeable to More than One Partner Program: In the event that a situation would occur that involved costs chargeable to more than one partner program, those costs would be prorated by the amount of time each partner had involved in the service. If this would not be a workable solution, the partners will meet and negotiate a resolution.**

D. Budget Tracking:

1. All parties expressly understand and agree that the initial costs listed in the Budget Planning and Reconciliation Document included as Attachment C will be subject to change as actual costs are incurred and paid throughout the effective period of this MOU. 29 CFR 97.20 requires a comparison of actual costs to budgeted costs. Areas will determine actual costs in accordance with local procedures and will submit the actual expenditures to all partners and to OWD for federal reporting purposes on a quarterly basis.
2. Updates to the Budget Planning and Reconciliation Document will not require an amendment to this MOU unless such updates reflect an increase in the total budget amount. An amendment for this purpose will be signed by authorized representatives of LWIB and all affected partners. LWIB will ensure that all partners receive a copy of the amendment and revised budget once the amendment is fully executed.
3. Any time the Budget Planning and Reconciliation Document is modified, the LWIB must provide all parties with notice of the modification and a copy of the modified Budget Planning and Reconciliation Document. The notice should include a description of the modification, the effective date of the modification, and the reason(s) for the modification.

Article VII: Termination/Separation

A. **MOU Termination:** This MOU will remain in effect until the end date specified in Article II, Section A, unless:

1. All parties mutually agree to terminate this MOU.
2. Funding cuts by one or more federal programs are so substantial that One-Stop operations cannot continue as specified herein and a new MOU must be negotiated.
3. WIA regulations are repealed.
4. Local area designations are changed.

B. **Partner Separation:** As stated in the Recitals, WIA Section 121(c) and 20 CFR 662.230 mandate the execution of this MOU between the LWIB and partners. However, any single partner may terminate its participation as a party to this MOU upon thirty (30) days written notice to the LWIB. In such an event, the LWIB will provide written notice to all remaining partners and will amend this MOU per Article VIII. The termination of one or more partner's participation as a party will not result in a termination of this MOU unless the number or contribution of the terminating partner(s) is so substantial that it necessitates the negotiation of a new MOU.

C. **Effect of Termination:** Per WIA Section 121 and 65 Fed. Reg. 49294, 49312, any partner that terminates its role as a party to this MOU is no longer eligible to participate as a partner in the One-Stop system and will not be permitted to serve on the LWIB as a One-Stop partner representative.

D. **Partner Disqualification:** An entity identified as a required partner at the time of execution of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required partner under WIA Section 122(b)(1) must send written notice of the change in status to the LWIB as soon as possible. LWIB will forward the notice to OWD. In such an event, a formal amendment to this MOU per Article VIII will be required. The entity may continue as an additional partner if mutually agreed by the LWIB, chief elected officials, and the remaining partners.

Article VIII: Amendment

A. This MOU may be amended upon mutual agreement of the parties that is not inconsistent with federal, state, or local laws, plans, or policies; or for one or more of the following reasons:

1. The addition or removal of a partner from this MOU.
2. Removal or addition of program responsibilities for any partner that administers more than one federal program.
3. An extension of the effective ending date per Article II, Section B.
4. A change in the One-Stop Operator or Fiscal Agent or a change in the physical location of a One-Stop center.
5. A change in the services, service delivery methods currently utilized, referral methods, methods to determine fair share, or methods to allocate costs.

B. All parties agree that amendments for the reasons listed in Paragraphs 1 and 2 of Section A need only be signed by authorized representatives of the LWIB, the Chief Elected Officials, and the affected partner(s). Amendments for the reasons listed in all other Paragraphs of this Article or for any changes that will affect the responsibilities of all parties, require the signatures of all parties. All amendments will involve the following process:

1. The party seeking an amendment will submit a written request to the LWIB that includes:
 - a. The requesting party's name.
 - b. The reason(s) for the amendment request.
 - c. Each Article and Section of this MOU that will require revision.
 - d. The desired date for the amendment to be effective.
 - e. The signature of the requesting party's authorized representative.
2. If the request is approved, the LWIB will notify the remaining parties of the intent to amend and will provide each remaining party thirty (30) days from the date of the notice (unless another timeframe is specified in the notice) to review the anticipated changes and to submit a response to LWIB. Failure by a party to respond within the prescribed timeframe will be deemed that party's approval of the proposed changes.
3. In the event that a remaining party has questions and/or concerns regarding the proposed amendment, the party must list its questions and/or concerns in writing and submit the list to LWIB within the specified timeframe.
4. LWIB will review the listed questions/concerns and will issue a response within fifteen (15) days of receipt of the list. If LWIB deems it necessary, the listed questions/concerns will be sent to all other parties and/or a meeting with all parties will be scheduled to discuss the proposed changes and to achieve consensus on a final amendment draft.
5. The final, approved amendment draft will be signed by authorized representatives of the affected partners, then submitted to LWIB for the final signature.
6. LWIB will distribute copies of the fully executed amendment to all parties and to OWD upon execution.

C. This writing constitutes the entire agreement among the parties with respect to each party's role and responsibility in the Area's One-Stop service delivery system. All parties agree that any amendments to any applicable laws or regulations cited herein will result in the correlative modification of this MOU without necessitating a formal, written amendment.

D. All parties agree to communicate details of the amendment to their respective staff members whose responsibilities may be impacted by changes and further agree to ensure that their respective staff members are referencing or utilizing the most current version of the MOU and attachments in the performance of responsibilities under this MOU.

E. Due to the fact that some partners pay by state Purchase Orders, amendments that will require the signatures of all parties must be executed no later than ninety (90) days prior to the end of the MOU period and amendments that require only the signatures of the LWIB, the Chief Elected Officials, and the affected parties must be executed no later than 45 days from the end of the current State Fiscal Year to allow time for Purchase Order modifications.

Article IX: Confidentiality

A. All parties expressly agree to abide by all applicable federal, state, and local laws regarding confidential information and to adhere to the same standards of confidentiality as State employees—including, but not limited to:

1. 29 USC 2935(a)(4) WIA Reports, Recordkeeping, Investigation.
2. The Privacy Act (5 USC 552a).
3. The Family Educational and Privacy Rights Act (20 USC 1232g), as referenced in WIA Section 136(f)(3).

Director, Belmont County Department of Job and Family Services

Printed Name & Title

Signature _____ Date _____

Director, Harrison County Department of Job and Family Services

L. Scott Blackburn

Printed Name & Title

L. Scott Blackburn /s/ _____ 04-24-13

Signature _____ Date _____

Ohio Department of Job and Family Services

Printed Name & Title

Signature _____ Date _____

Eastern Gateway Community College

Printed Name & Title

Signature _____ Date _____

Ohio Rehabilitation Services Commission

Printed Name & Title

Signature _____ Date _____

Jefferson County Community Action Council, Inc.

Printed Name & Title

Signature _____ Date _____

Carroll County Family and Children First Council

Printed Name & Title

Signature _____ Date _____

Upon roll call the vote was as follows:

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

Director, Carroll County Department of Job and Family Services

Printed Name & Title

Signature _____ Date _____

Director, Jefferson County Department of Job and Family Services

Printed Name & Title

Signature _____ Date _____

Mid-East Ohio Vocational School District

Printed Name & Title

Signature _____ Date _____

Belmont College

Printed Name & Title

Signature _____ Date _____

Community Action Commission of Belmont County

Printed Name & Title

Signature _____ Date _____

PIA Jump Start

Printed Name & Title

Signature _____ Date _____

IN THE MATTER OF APPROVING AND SIGNING CONTRACT WITH BURGESS AMBULANCE SALES, INC. FOR THE BETHESDA FIRE DEPT/CDBG FORMULA ALLOCATION PROGRAM

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the contract with Burgess Ambulance Sales, Inc., Loudonville, OH, in the amount of \$96,240.00 for a new ambulance chassis for the Bethesda Fire Department. The CDBG Formula Allocation Program will pay \$40,000.00 and the balance of \$56,240.00 will be paid by the Bethesda Fire Department.

CONTRACT

THIS AGREEMENT made this 12th day of June, 2013, by and between Burgess Ambulance Sales, Inc. hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor agrees to sell, furnish, and deliver to the Bethesda Volunteer Fire Department, a 2013 McCoy Miller 142" module, mounted on a Ford E-350, V-10 Chassis, through the Ohio Cooperative Purchasing Program.

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the bid for the respective items of work completed for the sum not to exceed Ninety Six Thousand Two Hundred Forty and 00/100*****(Dollars) subject to additions and deductions as provided in Section 109 hereof.

- Bethesda Volunteer Fire Department will pay Burgess Ambulance Sales, Inc. \$56,240 and \$40,000 will be paid by the County Commissioners through the CDBG Formula Allocation Program funds.

¹Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of _____; an individual trading as

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- This Agreement
- Burgess Ambulance Sales Quote (Cooperative Purchasing Program)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Two original copies on the day and year first above written.

CONTRACTOR: Burgess Ambulance Sales, Inc.

OWNER: Belmont County Commissioners

Signature _____

Ginny Favede /s/ _____

Typed/printed name _____

Signature

Ginny Favede

Typed/printed name

President

Title _____

Title

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING PAY
REQUEST #12 FOR FIELD'S EXCAVATING, INC./NEFFS
SANITARY SEWR PROJECT PHASE I**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Pay Request #12 in the amount of \$ 26,599.15 for Field's Excavating, Inc. for the Neffs Sanitary Sewer Project Phase I, (Neffs, West Neffs and St. Joe Sanitary Sewer), based upon the recommendation of Mark Esposito, BCSSD Director and Bill Street, Project Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN OIL AND GAS
LEASE WITH GULFPORT ENERGY CORPORATION/COMMISSIONERS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an Oil and Gas Lease with Gulfport Energy Corporation in the amount of \$7,000.00 per net leasehold acre of property for 3.866 acres, more or less, located in Washington Township, Parcel No. 43-00213.000, for a three-year term with a three-year option to renew, 19% royalty.

PAID-UP

OIL & GAS LEASE

NO SURFACE USE

This Lease made this 12th day of June 2013, by and between the Board of Commissioners of Belmont County, Ohio, of 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter collectively called "Lessor," and **GULFPORT ENERGY CORPORATION**, a Delaware Corporation with a mailing address of 14313 N. May, Suite 100, Oklahoma City, OK 73134, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from neighboring lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment.

DESCRIPTION. The Leasehold is located in the Township of Washington, in the County of Belmont, in the State of Ohio, and described as follows:

Tax Parcel Identification Number: **43-00213.000**; Twp of Washington, Sec 5, T 5 N, R 4 W, SE/4:

and is bounded formerly or currently as follows:

On the North by lands of Daniel Fisher, et al;
On the East by lands of Daniel Fisher, et al;
On the South by lands of Wayne Irons;
On the West by lands of Daniel Fisher, et al;

See Exhibit "A" attached hereto and made a part hereof for Other Provisions of this lease.

including lands acquired from Cravat Coal Company, by virtue of a deed dated June 21, 2004, and recorded in Deed Book 799, at Page 963, at the Recorder's office of Belmont County, Ohio, and described for the purposes of this agreement as containing a total of **3.866 acres**, whether actually more or less. This Lease only covers the specific parcels described and identified in the Lease and does not include any adjacent or contiguous parcels in which Lessor has or may claim an ownership interest or any after-acquired property. Any acreage discrepancies may be resolved by survey. If a survey or an examination of real property records should reveal the existence of additional acreage within the parcels identified in the Lease, the Lease will include such acreage and Lessee shall pay Lessor a bonus payment for such additional acreage at the same rate per acre as the cash consideration (signing bonus, bonus rental, or paid-up consideration) paid for the Leased Premises and the Lease will be amended to include such lands and acreage. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. **Notwithstanding the language contained in the paragraph below, it is understood and agreed by both parties, that the captioned property is subject to ORC 307.11.** This Lease shall remain in force for a primary term of **Three (3) years** from 12:00 A.M. June 12th, 2013 (effective date) to 11:59 P.M. June 11th, 2016 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption.

If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of three (3) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an extension payment of the same consideration as was paid in this lease per Leasehold acre, only insofar as those acres intended to be renewed by Lessee. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) CONSTRUCTION OF LEASE: **The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or**

their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. **The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.**

(B) **ROYALTY:** To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal **nineteen percent (19.00%)** part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. **GAS:** To pay Lessor an amount equal to **nineteen percent (19.00%)** of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion, or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom, and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders

the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved.

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

(K) **PAYMENT REDUCTIONS:** If Lessor owns a lesser interest in the oil or gas than the entire undivided fee simple estate, then the bonus rentals (except for Delay Rental payments as set forth above), royalties and shut-in royalties hereunder shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Pooling or unitizing in one or more instances shall not exhaust Lessee's pooling and unitizing rights hereunder, and Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

FACILITIES. Lessee shall not drill a well on the Leasehold within 500 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

TITLE AND INTERESTS. Lessor hereby warrants and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. ~~If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.~~

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute affidavits, corrections, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

EXECUTED this 12th day of June, 2013.

Ginny Favede /s/

Ginny Favede, *President*

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., *Board Member*

Matt Coffland /s/

Matt Coffland., *Vice President*

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mike Bianconi suggested the executive sessions be held in the afternoon to allow more time to be devoted to Open Public Forum. Regarding last weeks' meeting, Mr. Bianconi stated he was 100% against moving the Mall Interchange money to road paving. He is all for road paving, but wants sales tax monies and casino monies used for that purpose. He has concerns about where this money is going. He said the money received from the oil and gas lease signed today should go to roads and bridges and/or to help pay down debt.

Richard Hord had questions about the Summer Youth Program and was advised that the Director of Job & Family Services should be the person to obtain the information from and he also provided suggestions regarding the DJFS and some of their programs. He asked the board to consider honoring retiring Judge Jennifer Sargus and former Belmont Co. Sheriff Kathy Crumbley with pictures hung at the Justice Center.

**10:15 Ryan Burns, American Energy Corporation
Re: Public Hearing-Public Road Consent**

Present for the hearing were Deputy Engineer Mike Wahl and Robert DeFrank of The Times Leader. Mr. Burns advised American Energy Corp. is planning on constructing a portal facility north of the intersection of Co. Rds. 92 and 86. They are working through ODNR to obtain the permit for the connection between the service facility and the underground mine workings. The road consent is to allow for operations within 100 feet and up to 0 foot of the paved surface utilized of Co. Rd. 86 for a stretch of 1,790 feet from the intersection of Goshen Twp. Rd. 198 (Cat Hollow Road). This has been viewed by Engineer Fred Bennett. A driveway permit has been obtained through Mr. Bennett's office. Most of the operations to take place will be the construction of the driveway and some storage construction for materials as construction progresses. There will be no effect to the paved surface other than installing the culvert under the driveway to permit drainage of the road. The site will consist of bath houses for the workers, parking and other entities involved with the portal workers. There is no direct mining of coal to take place at this site or stockpiling of coal; it is just an entrance to a mine. Mike Wahl stated Mr. Bennett is OK with this. Mr. Wahl has viewed the site and met with American Energy concerning some other activities and gave his OK.

**IN THE MATTER OF APPROVING AND SIGNING THE ODNR
PUBLIC ROAD CONSENT FORMS FOR AMERICAN ENERGY CORP.
PERMISSION FOR MINING OPERATIONS WITHIN 100 FEET OF
CO. ROADS 86 (HUNTER-BELMONT ROAD)/ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Public Road Consent** form for ODNR Application/Permit Number D-0425 granting permission for American Energy Corporation to perform mining activity within 100 feet of County Road 86, (Hunter-Belmont Road) based upon the recommendation of Fred Bennett, County Engineer.

**OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINERAL RESOURCEW MANAGEMENT
PUBLIC ROAD CONSENT**

Applicant's Name American Energy Corporation
Application/Permit Number D-0425

This form, pursuant to Ohio Revised Code Sections 1513.073 and 4153.11 and rule 1501:13-3-04 of the Ohio Administrative Code, is to be completed if the applicant proposes to mine through or within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road and the applicant does not have valid existing rights. Where the proposed mining operation is to be conducted within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road, and the applicant does not have valid existing rights, then the applicant must obtain the necessary approval of the governmental authority with jurisdiction over the public road by completing this form and having it signed by the governmental authority.

A map showing the road or the portion thereof to which this consent to mine applies is attached and a description follows:

The road permit begins at the intersection of Township road 198 (Cat Hollow Road) and County Road 86 (Hunter-Belmont Road) and continues to the Northeast and North along County Road 86 (Hunter Belmont Road) for a distance of 1,790 feet, more or less.

The applicant proposes to conduct the following activities as part of the mining operation subject to the granting of this road permit.

- spoil deposit*
- topsoil storage*
- equipment storage*
- pond construction*
- excavation or location of ___ foot highwall*
- other (describe) Site Construction, Drainage control (diversion ditches, sumps, silt fence, access road*

Describe the measures to be used to ensure that the interests of the public and landowners are protected.

Informational signs will be placed as needed. There will be no surface affectment for mineral extraction therefore there will be no highwalls or other mining operations that would endanger public safety.

TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY

(within 30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this hearing, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on _____ and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected. Therefore, this road permit is granted effective _____, and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

1. Within one hundred (100) feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of public road # **County Road 120**; or

Signed: Matt Coffland /s/ Date 6/12/13
Title: Commissioner
Signed Charles R. Probst, Jr. /s/ Date 6/12/13
Title: Commissioner
Signed Ginny Favede /s/ Date 6/12/13
Title: Commissioner

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING FOR ENGINEER PROJECT 13-2,
BEL-CR28 A & B SIGNAL IMPROVEMENT (MALL & BANFIELD ROADS)**

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's, **Project 13-2, BEL-CR28 A & B Signal Improvement (Mall & Banfield Roads)**, they proceeded to open the following bids:

| NAME | BID BOND | BID AMOUNT |
|--|----------|----------------------|
| Miller Cable Co. 210 S. Broadway St. Green Springs, OH 44836 | X | \$ 129,900.00 |
| Lafayette Electric, Inc. 1050 Lafayette Road Medina, OH 44256 | X | \$ 132,242.92 |
| Perram Electric, Inc. 6882 Ridge Road Wadsworth, OH 44281 | X | \$ 118,494.18 |

Present for the bid opening were Robert DeFrank of The Time-Leader and Rick Carlson.

Motion made by Mr. Coffland, seconded by Mr. Probst to turn over all bids received for the Belmont County Engineer's **Project 13-2,**

BEL-CR28 A & B Signal Improvement (Mall & Banfield Roads) to Fred Bennett, County Engineer, for review and recommendation.

Note: This project is 100% funded by Federal Highway Administration (FHWA). This is the signal light by Gabe's and Ollie's.

DISCUSSION: Deputy Engineer Mike Wahl advised this is the only county-owned traffic signal and the only one we maintain.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM continued -Mr. Bianconi again asked if any thought was given to moving the agenda to allow more time for Open Public Forum. Mrs. Favede responded, "Mike you were a sitting Commissioner. You understand the objective of the meeting is to hold business. Part of business is holding those particular items. We discussed this last week, we have to schedule them when it's convenient for them. We try to address the public and give you ample time for Open Public Forum, but the objective is, and according to the Ohio Revised Code, we are required to hold these meetings to do business. Mr. Bianconi suggested scheduling Open Public Forum from 10:00 to 10:30 a.m. Richard Hord also requested the Open Public Forum return to having a scheduled time. Mrs. Favede said if responded, "if you want us to come out and hold a Town Hall meeting so we can sit down and have nothing but discussion, I think that would be beneficial but we have to do business and that's the objective of this meeting. These agenda items are meant to conduct county business. Each week is different."

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

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:10 A.M.

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO OFFER EMPLOYMENT FOR THE POSITION OF DIRECTOR OF BCDJFS

Motion made by Mr. Coffland, seconded by Mr. Probst to authorize Commission President Ginny Favede, on behalf of the board, to offer employment for the position of Director of the Belmont County Department of Job & Family Services.

Upon roll call the vote was as follows:

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

Mr. Probst exited the meeting at this time for an appointment.

OPEN PUBLIC FORUM – John White brought up the subject of safety on county roads due to speeding and weeds that need cut. He was advised by both Commissioner Favede and Coffland that county roads are under the jurisdiction of the County Engineer. It was again noted that the Commissioners have no authority over the Engineer or the county roads. They can relay concerns to the Engineer. Nothing can be done to a county road without his signature. The Commissioners offered to ask the Engineer to cut the weeds, noting the decision is up to Mr. Bennett. Mrs. Favede offered to provide him with a copy of the Ohio Revised Code pertaining to the duties of the Board of Commissioners. She assured Mr. White they are not "passing the buck."

Southeast Ohio Regional Liaison Nick Gatz from Gov. John Kasich's office stopped in the meeting along with former State Senator Joy Padgett, who is now Deputy Director of the Governor's Office of Appalachia. Belmont Co. Port Authority Director Larry Merry accompanied them. Mr. Gatz asked to make a brief presentation and to give more information on the Governor's Severance Tax Proposal. He stated about 16 months ago when the Governor presented his mid-month, mid-biennium review, they had a change in the Ohio Severance Tax for oil and gas companies, moving into 4% and using all the newly generated severance tax money to go towards a statewide income tax cut, using extra funds to lower the income tax rates across all brackets and all Ohioans. This was presented last summer and also in the budget presented this February. It was part of both proposals. Both times the legislature did not pick it up. The common thread heard throughout the process from this part of the state was the objection to the fact it was going statewide and there was no pullout for the local share. The Governor's policy was reviewed, Eastern Ohio Development Alliance was consulted, and a proposed revision to the plan made where they would keep a portion of the newly generated severance tax in areas affected by drilling.

The proposal would be a severance tax of 4.5%, with 75% continuing to go to the statewide income tax cut. Twenty-five percent (25%) would now stay in the region with 25% of that quarter going towards local government development districts across Appalachia that would go toward furthering their mission of ARC involving infrastructure, water, sewer, and broadband. The 75% of the local share would go towards the areas that have been most affected by the drilling as determined by Ohio Department of Natural Resources drilling permits. They would like a Commissioner aboard that would represent a lot of interests, different people and the region to determine how best to make sure that this is a long lasting, sustainable boom for oil and gas drilling. They are trying to get this proposal into the budget through the conference committee. To do as a standalone bill complicates it. Mr. Gatz stated in real numbers the money that they expect to generate in the next five years for the local share should be \$370 million. Joy Padgett said they don't want the gas and oil extraction to get by us without leaving some permanent, lasting resources that will be a positive legacy of dollars that can pay forward into the future. Her concern as a former legislator is she believes that if we do not pass this in this budget that it will come back on a statewide ballot and it will pass. She feels it will pass is because Ohioans will see they have an opportunity to lower our income tax and there won't be a set aside for the Appalachian Region. This will not replace the dollars that are currently coming to the region. Whatever funds are in place now will remain and this will be in addition to that. Mr. Gatz said it is critical to get support from the region and asked for anything the board could offer in the way of support whether it be a resolution or an email. Mr. Coffland asked where the 4.5% ranked among all states overall. He thinks fairness would be whatever "average" is. Mr. Gatz stated the Governor wanted this to be the lowest or among the lowest among all the competing states. Mr. Coffland said we've got a source

that is not going away or disappearing tomorrow. Here is the opportunity. He said "Don't gouge them, but don't put it at our expense. Whatever that fairness is, that percentage, I feel that we're low. We've got the commodity here that everybody wants." Joy Pagett said, "I really appreciate your point of view. But we couldn't get the legislature to even take a look at this at 4.5%. That's sort of the Governor's stopping point. He's not going to go lower than that." Mr. Coffland said, "I very much disagree with the way it will be distributed once collected. Twenty-five percent (25%) back to the host counties should be back to the host counties. We continue to funnel our funding down from top to bottom through layers of government- each layer of government has administrative costs. By the time it gets to us, there's nothing left or very little left. That money came from this county. The money should be returned to this county." He noted the way the funding process is makes it difficult to put together plans for long-range projects. Mr. Coffland had concerns and questions about if the county percentage of the monies would come directly to the county or through a funding source. Mr. Gatz stated the County Commissioners Association of Ohio endorsed this, as did Buckeye Hills in Marietta, with the understanding that they would have a say in how this would go. Mr. Gatz brought up again the \$370 million to be received over the next 5 years. Mr. Coffland said, "If it never reaches the local counties at a decent, fair, and equitable distribution, then who cares what the amount is." Mr. Gatz stated, "We need to get the severance tax in the budget first before we can continue talking about it because of the time frame we are under." Mrs. Favede stated, "I have had conversations with Larry Long (CCAO President) and we are hosting a meeting- for about the past year we've actually held meetings on behalf of the impacted counties, those that are actually active in the oil and gas industry-and we are going to be having a meeting with those to weigh in on this and Larry will be present. It is my understanding that he's contacting the Governor's Office to have perhaps yourself; I'm not sure, someone present."

RECONVENED AT 12:25 P.M. PRESENT: Commissioners Favede and Coffland. ABSENT: Commissioner Probst.

IN THE MATTER OF RESCINDING MOTION TO ACCEPT THE PROPOSAL FROM KELLY'S SUITE II FOR CARPET FOR THE COMMON PLEAS COURT RENOVATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to rescind the motion of May 29, 2013 to accept the proposal from Kelly's Suite II in the amount of \$6,380.64 for carpet for Common Pleas Court renovation project due to changes in the original floor plan.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE REVISED PROPOSAL FROM KELLY'S SUITE II FOR CARPET, PADDING, STAIR NOSE, LABOR AND SHIPPING FOR THE COMMON PLEAS COURTROOM RENOVATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the revised proposal from Kelly's Suite II in the amount of \$7,091.64 for carpet, padding, stair nose, labor and shipping for the Common Pleas Court renovation project.

Kelly's Suite II
153 West Main Street
St. Clairsville, OH 43950
740-695-2776

Estimate

| Date | Estimate # |
|-----------|------------|
| 6/11/2013 | 060012 |

| |
|---------------|
| Name/ Address |
| COURT HOUSE |

| Description | Qty | Rate | Project | |
|--|-----|--------|-------------------------|------------|
| | | | Total | |
| CARPET (PER J D&E) | 168 | 38.98 | 6,548.64 | |
| INCLUDING COMMERCIAL PAD | | 0.00 | 0.00 | |
| STAIR NOSE & LABOR | | 375.00 | 375.00 | |
| SHIPPING | | 168.00 | 168.00 | |
| ½ DOWN DEPOSIT. BALANCE DUE PROMPTLY ON COMPLETION. | | | | |
| DATE APPROVED: 6/12/13 | | | | |
| | | | Subtotal | \$7,091.64 |
| | | | Sales Tax (7.0%) | 0.00 |
| | | | Total | \$7,091.64 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO EXECUTE CHANGE ORDER NO. 2 FROM JARVIS, DOWNING, EMCH, INC. /COMMON PLEAS COURTROOM RENOVATION PROJECT

Motion made by Mr. Coffland, seconded by Mrs. Favede to authorize Commission President Ginny Favede to execute Change Order #2 from Jarvis, Downing, Emch, Inc. in the amount of \$1,580.36 for labor to remove existing floor tile and prepare floor for new carpet installation for the Common Pleas Court renovation project.

Jarvis, Downing & Emch, Inc.

P.O. Box 6253
200 G C & P Road
Wheeling, WV 26003

PROPOSED CHANGE ORDER

No. 002

Phone: 304-232-5000
Fax: 304-232-0619

Title: Floor Repair

PROJECT: Belmont Co. Comm.-Courtroom Renov.

TO: Attn. Ginny Favede
Belmont County Commission
Courthouse
101 West Main Street
St. Clairsville, OH 43950

Date: 06/12/13

Job: 3273

CONTRACT NO:

RE: PCO To: BELCOCOM From: JAR NUMBER: 002

DESCRIPTION OF PROPOSAL

Per your request, JD&E is pleased to provide pricing for court room floor repair.

Our scope of work includes:

Remove approximately 168 SF of existing floor tile prepare are for flowable fill; Mix and install approximately 1-ince of flowable fill over the entire 168 SF area.

Note: All material to be purchased by Owner.

If this is acceptable, please sign and return.

| Item | Description | Quantity Units | Unit Price | Tax Rate | Tax Amt. | Net Amt |
|------|----------------------------------|----------------|------------|----------|----------|----------|
| 001 | Carpenter Forman (includes OH&P) | 8.000 Hrs. | \$75.00 | 0.00% | \$0.00 | \$600.00 |
| 002 | Carpenter (includes OH&P) | 8.000Hrs. | \$57.12 | 0.00% | \$0.00 | \$456.96 |
| 003 | Laborer (includes OH&P) | 8.000Hrs. | \$49.80 | 0.00% | \$0.00 | \$398.40 |
| 004 | JD&E Owned Equipment (Mixer) | 1.000 Hrs. | \$125.00 | 0.00% | \$0.00 | \$125.00 |

Unit Cost: \$1,580.36
 Unit Tax: \$0.00
Unit Total: \$1,580.36

APPROVAL:

By: Jason Costello /s/
 Jason Costello

By: Ginny Favede /s/
 Ginny Favede

Date: 6/14/13

Date: 6/12/13

Upon roll call the vote was as follows:

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

RECONVENED JUNE 12, 2013 AT 3:20 P.M. PRESENT: Commissioners Favede and Probst. Absent: Commissioner Coffland.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 3:24 P.M.

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 3:27 P.M.

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF APPROVING THE HIRING OF MARTY WETZEL AS A FULL-TIME TEMPORARY MAINTENANCE EMPLOYEE/BUILDINGS AND GROUNDS

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the hiring of Marty Wetzel as a full-time temporary maintenance employee for the Belmont County Buildings & Grounds Dept., at the rate of \$9.05, effective June 17, 2013, based upon the recommendation of Jack Regis, Belmont County Buildings and Grounds/Facilities Manager.

Upon roll call the vote was as follows:

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

BREAK

RECONVENED THURSDAY, JUNE 13, 2013. PRESENT: Commissioners Favede and Probst. ABSENT: Commissioner Coffland.

IN THE MATTER OF AMENDING MOTION TO APPROVE THE HIRING OF MARTY WETZEL AS A FULL-TIME TEMPORARY MAINTENANCE EMPLOYEE TO REFLECT CHANGE IN HOURLY WAGE/BUILDINGS AND GROUNDS DEPT.

Motion made by Mrs. Favede, seconded by Mr. Probst to amend the motion of June 12, 2013, to approve the hiring of Marty Wetzel as a full-time temporary maintenance employee for the Belmont County Buildings & Grounds Dept. to state "at the rate of \$9.23 per hour starting June 17, 2013" based upon the recommendation of Jack Regis, Belmont County Buildings and Grounds/Facilities Manager.

Upon roll call the vote was as follows:

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

RECONVENED TUESDAY, JUNE 18, 2013. ALL COMMISSIONERS PRESENT.

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

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:35 P.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. Probst | Yes |

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:36 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 12:36 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 19th day of June, 2013.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK