

St. Clairsville, Ohio

November 13, 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	Fax line-Magistrate/General Fund	87.78
A-Cannon IV, Inc.	Battery Back-ups-GIS Projects/General Fund	658.77
A-Columbia Gas of Ohio	Old Sheriff's Residence/General Fund	23.64
A-Columbus Marriott NW	Lodging for CTAO conference-Treasurer/General Fund	278.00
A-DBASE, LLC	dBase Upgrade-GIS Projects/General Fund	313.60
A-Draft-Co., Inc.	Map conversion-GIS Projects/General Fund	1,528.36
A-OACDL	Death Penalty Seminar-Public Defender/General Fund	400.00
A-Robert W. Quirk	Reimburse mileage-Public Defender/General Fund	100.44
A-Robert W. Quirk	Reimburse mileage-Public Defender/General Fund	19.06
A-That Print Place	Letterhead-Treasurer/General Fund	100.00
A-Treasurer of State	Audit Fees/General Fund	7,822.80
A-Westin Columbus	Hotel for seminar-Public Defender/General Fund	248.00
A-Whiteside	Service on 2009 Impala-Adult Probation/General Fund	214.98
E-AT&T	Wireless phone/911 Fund	577.73
K-Treasurer State of Ohio	Federal Project Co. Rd. 40B/Engineer MVGT Fund	259,276.00
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	324.05
O-Huntington National Bank	Principal payment/Bond Retire. Bridge & Retaining Wall Const. Fund	80,000.00
O-Huntington National Bank	Interest payment/Bond Retire. Bridge & Retaining Wall Const. Fund	37,347.50
P-Belmont Co. Commissioners	Services/BCSSD Funds	154,975.00
P-Belmont Co. Sanitary Sewer	Transfer out/BCSSD Funds	117,500.00
P-Manufacturing Co.	Supplies/BCSSD Funds	168.61
P-Staples	Equipment/BCSSD Funds	428.98
S-American Electric Power	Utilities/Oakview Juvenile Residential Center Fund	4,390.51
S-AT&T	Office phones/Port Authority Fund	128.83
S-Belmont County Commissioners	Indirect costs/Oakview Juvenile Residential Center Fund	9,431.00
S-Belmont Co. Sanitary Sewer District	Utilities/Oakview Juvenile Residential Center Fund	432.55
S-Eastern Division Court	Bank fees/Eastern Ct. General Special Projects Fund	156.18
S-Gatto Food Service	September kitchen bill/District Detention Home Fund	1,140.58
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-McGhee	Supplies/Northern Ct. General Special Projects Fund	821.30
S-Vista	2014 Maintenance/Eastern Div. Ct. Computer Fund	4,183.67
S-Vista	2014 Maintenance/Western Div. Ct. Computer Fund	4,183.67
S-Vista	2014 Maintenance/Northern Div. Ct. Computer Fund	4,183.67
W-Delinquent Tax Collectors of Ohio, Inc.	Delinquent tax collection MFH/DRETAC Treasurer's Office Fund	3,441.81
W-Matthew Bender & Co.	Books/Law Library Fund	1,970.36
Y-Belmont Co. Recorder	Lien recording for Sub Sale/Tax Certificate Adm Fund	128.00
Y-Belmont Co. Recorder	Lien recording for Sub Sale/Tax Certificate Adm Fund	28.00

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 November 13, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$17,505.17; \$138,180.72; \$1,272.03
A-GENERAL/AUDITOR	\$3,083.53
A-GENERAL/CHEST CLINIC	\$175.18
A-GENERAL/COMMON PLEAS	\$663.21
A-GENERAL/JUVENILE COURT	\$3,309.80
A-GENERAL/SHERIFF	\$12,750.76
A-GENERAL/911	\$2,527.12
B-Dog and Kennel	\$2,009.00
C-Indigent Guardianship Fund	187.50
H-Job & Family, Public Assistance	\$5,723.39
H-Job & Family, WIA	\$106,745.30; \$2,711.10; \$40,000.00
J-Real Estate Assessment	\$619.02
K-Engineer MVGT	\$1,440.92; \$3,881.66
M-Juvenile Ct. – Intake Coordinator	\$927.50
M-Juvenile Ct. – Title IV-/E Reimb.	\$717.07
O-Bond Retire-Jail Construction	\$482,296.87
O-Bond Retire-Satellite Bldg.	\$84,960.63
O-Bond Retire. East Div. Bldg.	\$63,828.75
P-Oakview Adm Bldg.	\$1,512.82
P-Sanitary Sewer District	\$11,028.11; \$4,902.50
S-Common Pleas Court General Special Projects	\$1,110.00
S-District Detention Home	\$2,801.58

S-Job & Family, Children Services	\$71,356.86
S-Job & Family, Senior Program	\$16,949.31
S-Oakview Juvenile Residential Center	\$785.51
S-Sheriff Commissary	\$312.82
S-Western Ct. General Special Projects	\$4,320.41

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the General Fund:

FROM	TO	AMOUNT
<i>Commissioners'</i>	<i>County & Municipal Courts</i>	
E-0051-A001-A50.000 Budget Stabilization	E-0040-A002-G02.002 Salaries-Employees	\$42,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0040-A002-G08.003 PERS	\$ 6,000.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	No

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A17.000 Memorial Day Expenses	E-0051-A001-A14.012 Equipment	\$ 728.10
E-0055-A004-B02.010 Supplies	E-0055-A004-B07.000 Bel. Cty. Jail/Utilities	\$ 428.20
<i>Commissioners'</i>	<i>Jail Nurses</i>	
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A90.002 Salaries-Nurses	\$14,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A91.003 PERS	\$ 2,000.00

BELMONT CO. VETERAN'S SERVICE/GENERAL FUND

FROM	TO	AMOUNT
E-0161-A009-C06.000 Financial Assistance	E-0160-A009-D09.000 Outreach	\$ 25,000.00

FUND FOR BELMONT COUNTY SSD/WATER&SEWER DEVELOPMENT FUND P59

FROM	TO	AMOUNT
E-3709-P059-P05.011 Contract-Services	E-3709-P059-P07.000 Materials	\$23,000.00

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. Coffland 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:

****OCTOBER 23, 2013****

FOR THE BOND RETIREMENT-FORCE MAIN EXTENSION

PROJECT FUND O10

E-9207-O010-O02.051	Interest Payment	\$58,457.43
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****NOVEMBER 13, 2013****

THE GENERAL FUND

E-0051-A001-A14.012	Equipment	\$303.00
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Appropriation of credit card refund check deposited 11/12/13.

BELMONT CO. COMMON PLEAS/GENERAL FUND

E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$ 7,829.95
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BELMONT CO. PUBLIC DEFENDER/GENERAL FUND

E-0170-A006-G08.000	Travel	\$ 136.74
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BELMONT CO. JUVENILE COURT/VARIOUS FUNDS

E-0400-M064-M05.000	Placement Costs	\$ 21,100.00
E-0400-M067-M01.002	Salaries	\$ 24,000.00
E-0400-M067-M08.011	Contracts	\$ 6,000.00
E-0400-M067-M04.005	Medicare	\$ 500.00
E-0400-M067-M05.008	Insurances	\$ 10,000.00
E-0400-M067-M02.003	PERS	\$ 6,300.00

FOR THE BOND RETIREMENT-FORCE MAIN EXTENSION

PROJECT FUND O10

E-9207-O010-O01.050	Principal Payment	\$14,107.64
E-9207-O010-O02.051	Interest Payment	\$14,313.47

BCDJFS/NOTE RETIREMENT EQUIPMENT FUND O38

E-9217-O038-000.050	Bond Payment	\$ 70,000.00
E-9217-O038-002.051	Interest Payment	\$ 1,570.63

BELMONT CO. EMA/HAZARD MITIGATION GRANT FUND P95

E-1725-P095-P01.011	Contract Services	\$ 9,375.00
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OAKVIEW JUVENILE RESIDENTIAL/VARIOUS FUNDS

E-8010-S030-S40.000	Grant Holding Account	\$ 9,641.60
E-8010-S030-S51.002	Salaries	\$ 160,000.00
E-8010-S030-S53.000	Medical	\$ 5,000.00
E-8010-S030-S55.010	Supplies	\$ 1,500.00
E-8010-S030-S56.000	Motor Vehicles	\$ 2,000.00

E-8010-S030-S58.000	Communications	\$ 5,000.00
E-8010-S030-S59.000	Fuel/Utilities	\$ 22,000.00
E-8010-S030-S65.000	Indirect Costs	\$ 9,431.00
E-8010-S030-S66.003	PERS	\$ 20,000.00
E-8010-S030-S67.004	Worker's Comp.	\$ 20,000.00
E-8010-S030-S68.006	Hospitalization	\$ 40,000.00
E-8010-S030-S69.007	Unemployment Comp.	\$ 1,282.81
E-8010-S030-S70.005	Medicare	\$ 2,400.00
E-8011-S031-S02.000	Food(Meal Tickets)	\$ 97.50
E-8011-S031-S02.000	Food(NSLA)	\$ 2,429.64
E-8012-S032-S00.000	Activity Fund	\$ 155.94

BELMONT HARRISON JUVENILE DISTRICT/DETENTION HOME FUND S33

E-0910-S033-S33.002	Salaries	\$ 80,000.00
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BELMONT CO. PROSECUTOR'S VICTIMS ASSISTANCE FUND W80

E-1511-W080-P01.002	Salaries	\$ 4,266.34
E-1511-W080-P02.010	Supplies	\$ 250.25
E-1511-W080-P03.000	Travel	\$ 28.50
E-1511-W080-P04.000	Other	\$ 131.25
E-1511-W080-P05.003	PERS	\$ 500.00
E-1511-W080-P06.004	Worker's Comp.	\$ 300.00
E-1511-W080-P07.006	Hospitalization	\$ 1,000.00
E-1511-W080-P08.005	Medicare	\$ 281.00

BELMONT CO. TREASURER/DRETAC FUND W82

E-1410-W082-T04.000	Other Expenses	\$ 52,012.47
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Upon roll call the vote was as follows:

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

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

Gross Wages P/E 10/05/13 to 10/19/13**GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,899.34
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	430.22
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,141.21
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,465.46
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	3,688.62
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	3,958.87
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,284.45
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	4,542.26
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	5,937.47
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,312.54
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	1,445.52
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,186.31
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,859.32
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	4,270.17
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	4,087.10
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,244.58
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,008.22
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,481.50
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,825.98
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	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	686.81
			68,836.80
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	744.35
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,201.75
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	816.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	377.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	

PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	453.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	244.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,250.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	41,999.80
FLOOD GRANT-HUMAN SERV	E-2600-H005-H11.000	R-9895-Y095-Y01.500	3,565.84
WINDSTORM -HUMAN SERV	E-2600-H005-H12.000	R-9895-Y095-Y01.500	1,393.81
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,780.78
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,207.72
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,593.51
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	10,883.28
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,464.16
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	965.79
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	1,120.99
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	835.71
Intake Coordinator	E-0400-M062-M02.000	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,224.86
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	539.54
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,515.09
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	7,886.58
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	1,129.22
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	1,766.18
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	501.04
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	42.32
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	6,528.52
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,459.76
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,621.05
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	24,358.96
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	12,958.17
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	2,464.80
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	357.60
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	304.60
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	786.72
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	2,005.66
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	
		TOTAL	231,067.68

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF OCTOBER AND NOVEMBER, 2013**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for

the Vision Insurance Chargebacks for the months of October and November , 2013.

FROM	TO	AMOUNT
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,308.48
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	95.22
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	174.78
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-	12.06

	Y06.500	
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	33.75
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	55.44
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	83.16
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	6.03
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	397.80
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	101.88
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	55.44
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	27.72
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	31.95
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	51.84
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	0.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	50.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	3.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	8.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	0.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	0.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	55.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	161.20
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	51.84
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	344.70
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	55.44
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	63.90
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	543.60
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	206.10
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	97.22
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	330.19
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	91.30
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	71.26
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	15.40
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	6.36
E-4110-T075-T52.008 WIC	R-9891-Y091-	110.88

	Y06.500	
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	150.66
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	325.44
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>0.00</u>
TOTAL		8,287.92

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF OCTOBER AND NOVEMBER, 2013**

FROM	TO	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	15,705.10
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	346.34
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	627.50
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	205.76
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	308.64
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	121.73
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	18.85
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	0.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	10.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	31.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	133.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	0.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	583.62
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	206.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,405.80
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	445.70
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	102.88
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	107.99
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-	178.28

	Y07.500	
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	178.28
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,272.26
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	205.76
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	215.98
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	205.76
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	347.99
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,186.49
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	329.10
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	256.43
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	55.53
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	20.71
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	411.52
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	205.76
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	552.10
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,179.60
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	<u>0.00</u>
TOTAL		27,713.56

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF OCTOBER AND NOVEMBER, 2013.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Express Scripts Chargebacks for the months of October and November, 2013.

FROM	TO	AMOUNT
E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	35,210.47
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	637.42
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	2,382.26
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	3,255.70
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	906.72
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	268.28
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	268.28
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y08.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	268.28
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	268.28
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y08.500	0.00
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	118.01
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y08.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y08.500	100.86
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	470.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	201.72
E-2410-S066-S80.000 MENTAL RETARDATION	R-9891-Y091-Y08.500	11,707.54
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	20,984.62
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	3,666.12
E-2230-F082-F01.002 PREP	R-9891-Y091-Y08.500	0.00

E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y08.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y08.500	55.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	0.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y08.500	81.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y08.500	0.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y08.500	0.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y08.500	536.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y08.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	1,404.10
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	268.28
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	570.86
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	369.14
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	268.28
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	725.88
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	2,573.51
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	680.14
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	544.34
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y08.500	114.32
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	42.62
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	318.71
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	536.56
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	536.56
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y08.500	50.43
E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	536.56
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y08.500	8,505.04
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	1,208.28
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	2,717.10
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	<u>0.00</u>
TOTAL		103,357.27

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies.

GENERAL FUND - \$216,206.13 deposited into R-0010-A000-A06.500 o 11/01/13 for October Casino Revenue.

\$303.00 credit card refund paid into R-0050-A000-A45.500 On 11/12/13.

Bond Retirement-Force Main Ext. Project Fund - \$28,422.09 remaining uncertified fund balance needed for bond payment. December bond payment/O10 Fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

COMMISSIONERS – Matt Coffland to travel to Williamsport, PA, on Nov. 18-19, 2013, to take a PVR compressor site tour. A county vehicle will be used.

EMA – Dave Ivan, Director, to travel to Logan, OH, on Nov. 19, 2013 for a scheduled Southeast EMA Director’s meeting. A county vehicle will be used.

JUVENILE COURT – Jennifer Shunk, Court Administrator, to travel to Columbus, OH, on Nov. 13, 2013, to attend the SACWIS Advisory Committee meeting. A county vehicle will be used.

Judge Mark Costine and the Drug Court Staff to travel to Columbus, OH, on Nov. 21, 2013, to attend a Specialized Dockets meeting at the Supreme Court. Judge Mark Costine to travel to Lisbon, OH, on Nov. 22, 2013 to attend a Judicial meeting. Judge Mark Costine to travel to Columbus, OH, on Dec. 4-6, 2013, for meetings and trainings. Barb Ryncarz to travel to Columbus, OH, on Dec. 5, 2013 to attend training at the Supreme Court. County vehicles will be used for travel.

PORT AUTHORITY – Director Larry Merry to travel to Williamsport, PA, on Nov. 18-19, 2013, to take a PVR compressor site tour. A county vehicle will be used.

SENIOR PROGRAM – Daisy Braun, Jack Irwin and senior members to travel to Robinson Township, PA, on Nov. 14, 2013, and to Wheeling, WV, on Nov. 19, 2013 for senior center outings.

VETERANS – Lucinda Maupin and Christy Taylor to travel to Cleveland, OH, on Nov. 18-19, 2013, to attend the Ohio State Assoc. of County Veterans Service Office training. Lucinda Maupin and Albert Parkhurst to travel to Columbus, OH, on Nov. 22-24, 2013, to attend the Ohio State Assoc. of County Veterans Service Commission training.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mike Bianconi reiterated his strong support for the Mall Interchange project. He stated the board gave assurances they would return the money that was taken from the fund for this project. Richard Hord inquired if the land banking he mentioned September 18 has progressed. Mrs. Favede said it is still an option, but no decision has been made. Mr. Hord asked as to the progress on the renovations of the former Sheriff's Residence. Mrs. Favede advised the renovations are complete and the board is working on hosting an open house with the Tourism Council.

DISCUSSION HELD RE: I-70/MALL ROAD CONNECTOR PROJECT-A lengthy discussion began at this time regarding the I-70 connector road project and whether the Board of Commissioners would commit county money in the amount of \$1.9 million to the first part of said project. Attorney Connie Klema, representing the Stewart family, was in attendance along with members of the Stewart family, to present their views on a judgment rendered in Common Pleas Court and question the necessity of county money to be used for this project. She noted the Stewart family is a very large part of the St. Clairsville community and the county. Their family businesses have been here for generations and they have been supporting the community personally and through those businesses. They are hoping the community will return that support, be respectful and do the right thing. Ms. Klema explained there are two different issues. There is the connector road that the Stewarts have never opposed. They have never opposed commercial development or the road. In 1999 the Stewarts entered into an agreement entry with the owner of the 95 acres, the Stein's, that they would allow a 30 foot wide road connecting Rt. 40 to the Stein property. At that time the Stein's agreed in that judgment entry that they would personally build the road. They were committed to that under the agreed judgment entry that was signed by the Judge, the County Commissioners, the Steins and the Stewarts. Ms. Klema said the Stewarts are questioning why tax dollars would be asked to be put into the pot when the Stein's or their companies were supposed to do this with their dollars. She is of the belief this old agreement is still enforceable. The agreement stated the Steins were to construct the road within 3 years of the time they begin and be done to county engineer specs. She said in 1999 at the hearing Mr. Stein explained he had a huge development that he wanted to put there. As soon as the road was approved by the county, he was going to build the road and make that development happen. It did not happen. Then in 2004 the property was annexed to St. Clairsville and in that hearing the Steins said they had a huge development, and if you annex this, we are going to build it. The pre-annexation agreement states the City of St. Clairsville is going to put in money to build all the utilities and water and they even agreed to zone it the way you want it. All of that was done and nothing was built because the road was not built by the Steins. Then in 2010, the Steins came back and said now we are going to do a different development and we really, really want to hurry up because it's going to be great. It was not done. Ms. Klema stated she has not had anyone contact her to negotiate with the Stewarts and talk about the property, but she has heard much talk on the radio and in the newspapers about them. She noted that people are going public and talking about people before they actually had the dignity to sit down and talk with them.

Commissioner Coffland wanted to respond as he said he feels those comments refer to him because he has been on TV. For the record, he stated he did meet with the Stewarts on 4 to 5 occasions to try to work out the problems long before it ever got to the press. He added Mr. Stewart, Mr. Barack and Mr. Street sat down on 4 different occasions to try to work out some of the problems. Mr. Coffland believes one of the reasons this project did not move forward was because we did not have a commitment from ODOT, Federal Highways, Belomar or any developers. He said within the last six months we have gotten commitments from the Cafaro Company (Mr. Coffland pointed out their development on a map). Mr. Coffland then started over stating the following: First, the County Commissioners made a commitment of \$1.9 million to ODOT and the Federal Highways. This commission took a vote to put \$1.9 million towards this project in a line item marked "Mall Road." The second step was to bring a developer to the property. We brought Cafaro Company to the property and they showed ODOT their development, said they would build it and they would finance it and then someday if ODOT want it, then they could come in and deal with it. Within 30 days, Mr. Stein brought his developer, (Mr. Coffland pointed out their development on a map), the City of St. Clairsville and Ohio State in. We went back to ODOT to advise them we have the money, \$1.9 million, and two developers; are we ready to move forward. After a few months ODOT advised this project has been fast tracked. They are moving forward. The biggest commitment is the locals need to build a portion of the road. Mr. Coffland showed where a portion would be built and a right-of-way access would be bought with the county money, \$1.9 million. The federal earmark left by former Congressman Bob Ney would do a portion of the project to the Cafaro property. The Cafaro Company has started building. Mr. Coffland said the TID's number one project since it was formed in 2008 under a prior commission was this project. He stated the last thing he wanted to do was hurt a property owner and good businessman (Mr. Stewart). He noted the project started out at \$50 million and was going nowhere. It was downsized to open up two retail centers. Mr. Coffland said the project got snagged June 5 when the county commissioners voted to take \$1 million out of the \$1.9 million to fund paving in the county. Mr. Coffland did vote 'no' at that time as he said he knew today was coming, and it's here. He is fighting the fight to get the \$1 million back into that funding that sat there for almost four years, with meeting after meeting with ODOT, Federal Highways, and Belomar and the board of commissioners saying they are committed. He explained Cafaro's are donating some property to the roadway and Stein is donating property for the right-of-way. Mr. Coffland wants people to understand, "Without these two developments (the Mall and Ohio Valley Plaza) in this county; where would our county really be?" The sales tax is what pays into the coffers.

Attorney Connie Klema again stated it would be worth the boards' while to look into the agreement wherein Stein not only agreed to perhaps donate part of his property, but he also agreed to build a road that Mr. Coffland keeps referring to that goes through her client's property. Public dollars may not have to be used.

Mr. Coffland said he was told if the locals pull out, we could be on the hook for \$2 million. Mr. Probst asked, "Who is the "we" that Mr. Coffland speaks of." Mr. Coffland said it is the TID (Transportation Improvement District). Mr. Coffland and Mrs. Favede sit on the TID board. Dennis Bigler advised the TID would be the ones on the hook for the \$2 million. Mr. Bigler said the City of St. Clairsville is about to lose earmark funds that were donated for use in this project. This was told to him by ODOT District 11 Deputy Director Lloyd MacAdam. He was informed if the project does not move forward by February, when the current engineering contract ends with ODOT, the project will stop. There is roughly \$5 million left in the city's earmark and the TID holds \$750,000.00. Those funds will be lost. The deadline to spend \$500,000.00 ends in December and \$200,000.00 ends in June. Mr. Probst asked if ODOT has those funds now or the TID. Mr. Bigler said they are grants in the name of the TID. **(DISCUSSION WILL CONTINUE AFTER SCHEDULED AGENDA ITEM.)**

10:30 Dorene Unterzuber, JB Green Team

Re: America Recycles Day in Belmont County Proclamation

Cliff Meyers and Dorene Unterzuber from the JB Green Team were present for today's proclamation. Dorene is the Education Coordinator for Belmont County. She thanked the board for the proclamation. The JB Green Teams provides recycling bins throughout both Jefferson and Belmont Counties. She thanked the board for the support and said they hope to continue to help our counties be cleaner and greener.

**IN THE MATTER OF ADOPTING PROCLAMATION TO
ESTABLISH NOVEMBER 15, 2013 AS AMERICA RECYCLES DAY**

IN BELMONT COUNTY

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation to establish November 15, 2013, as America Recycles Day in Belmont County.

***PROCLAMATION
TO ESTABLISH NOVEMBER 15, 2013 AS
AMERICA RECYCLES DAY
IN BELMONT COUNTY***

Each year, the United States generates more than 250 million tons of municipal solid waste— that’s more than 4 pounds per person per day. According to the Environmental Protection Agency, our nation has reached an overall recycling rate of 34.7 percent. Each year, our national recycling rate:

- Saves the energy equivalent of 229 million barrels of oil
- Saves the same amount of energy consumed by over 10 million US households in a year
- Avoids greenhouse gas emissions equivalent to removing more than 34 million cars from the road each year.

But, much more can be done.

WHEREAS, to focus the nation’s attention on the importance of recycling, businesses, industries, government agencies, nonprofit organizations, and individuals have joined together to celebrate America Recycles Day and are encouraging their friends, neighbors, and coworkers to pledge to learn more about recycling options in their community and commit to recycle more materials;

WHEREAS, participating in America Recycles Day 2013 is one way citizens can help raise awareness about the need to reduce waste by reusing, recycling, and buying recycled-content products;

WHEREAS, Belmont County leaders can also use this as an opportunity to spread the word about the excellent recycling programs that have been established, the growth of markets for recyclable materials, and the importance of buying recycled products:

NOW, THEREFORE, BE IT RESOLVED by the Board of Belmont County Commissioners that **Friday, November 15, 2013, is hereby proclaimed as America Recycles Day**

Adopted this 13th day of November, 2013.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – DISCUSSION CONTINUED RE: I-70/MALL ROAD CONNECTOR PROJECT

Mr. Coffland wanted it known he never intended to have a disagreement with Mr. Stewart or Mr. Barack. As an elected official he is trying to continue moving our county forward and increase our tax base. He made a commitment to put \$1.9 million of county money in this project. He stated Mr. Probst voted “no” against it. Mr. Probst said, “Excuse me, vote no against what?” Mr. Coffland said moving the \$1 million into this project originally. Mr. Probst wanted it clear that originally the infrastructure line had a few million dollars in it, and it was to put infrastructure at the East Ohio Regional Industrial Park in Barnesville. He said that is what Mr. Coffland is talking about. Those were the monies that were transferred from that project to put water, sewer, electric and natural gas into that development in Barnesville. Commissioners Favede and Coffland moved that money from there into the Mall Road Interchange Project. That is what Mr. Probst voted against. He said he is not against the project, but that is what the money was earmarked for out there and that project is still standing empty today. Mr. Coffland said there is dirt moving on the Cafaro property. Dennis Bigler said he cannot make any commitments on the Stein property and raise people’s expectations. He believes he knows we can get the money to build the road, if the county honors its funding. He also believes if we do that, development will follow. He noted the thousands of private dollars have been spent in this effort to make the St. Clair Commons development project happen.

Mrs. Favede wanted to clarify in regard to the line items. She gave the following explanation: Back in 2009 there were millions of dollars in an N29 fund. The county was going through dramatic financial losses and we were working with Auditor Joe Pappano to try to take some of the money out of this infrastructure account to keep the county afloat, specifically our Sheriff’s Department. In the conversations with Auditor Pappano and Judge Solovan, it was discovered that this account was improperly set up. According to the State Auditors, we are not allowed to hold an infrastructure account that is a generic account, not attached to a specific fund. At that time, with the help of the State Auditors, we dissolved that account and created three (3) separate accounts that were attached to specific projects. We set quite a bit aside for Eastern Division Court that was under construction. We set aside \$700,000.00 for Eastern Ohio Regional Industrial Park (EORIP). The third account was the Mall Road Interchange. The motion on the floor was to create that. There was no attachment of the language to transfer to the TID. She wanted that correction noted. Later on, the board dissolved the account for the EORIP and moved that money into the account for the Mall Road Interchange. She noted for the record that Commissioner Probst did vote ‘no’ on both of those moves. (The establishment and the moving of one to the other.) She pointed this out because she wanted to note how easily it is to move that money around and dissolve these accounts; meaning that there is no absolute when you do that. Mr. Coffland said he believes at a TID meeting that Mrs. Favede made a commitment that the \$1.9 million was moved for that project along with a commitment letter to ODOT signed by all Commissioners.

Mr. Probst brought up the many meetings held before wherein a huge project was supposed to happen on the Stein property that have yet to materialize. He said he is skeptical, but does not want to stop the road. He said the board is here to help in that development, if need be. Mr. Probst stated, “It saddens me too that both of our development offices are not engaged with the TID, with the City of St. Clairsville, with Stein’s, with Cafaro’s, with ODOT on this project. That’s the way Belmont County’s always been, has always operated in the past.” Mr. Probst had concerns that if the board transfers \$1.9 million to the TID to start this road, could the board be pulled into a lawsuit because some of that money may be used to take someone’s property by eminent domain, and we would be relieving the Steins of this lawsuit. Also he asked if the taxpayers could come back and sue the county because we learned information as early as yesterday from Roxanne Cain at ODOT that they will build the whole road. They said that they will construct the entire road from the Cafaro property to State Route 40. It’s only going to be delayed two months. Mr. Coffland asked if he had that in writing. Mr. Probst responded, “Yes, I do.” Mr. Coffland said he wanted to see it as Roxanne did not inform him or Dennis. Mr. Probst said if there is a critical need right now because of development coming to the Stein property, maybe we need to build that road right now, but nothing has come across to the commissioners other than people telling him huge development is coming to the Stein property. He noted he has not even seen any utility infrastructure being started on the property. If ODOT can build the whole road, there are monies needed, about \$2.5 to \$3 million in the Mall sewage project so that all these expansions can happen. This adds up to around \$5 million out of our General Fund. He needs answers to many questions in order to make a decision. The letter of commitment sent was to ODOT. The \$1.9 million was to be for the entire project. Mr. Probst had TID minutes that state Commissioners

Favede and Coffland agreed that \$1.9 million should be transferred to the TID for the entire project, not just the access road. He asked, "Should we send this lawsuit back upstairs to the Common Pleas Court and get a ruling to see where this stands today before we even move forward one more step?" Mr. Probst has asked for timelines and commitments for the Stein property. We have a timeline from ODOT and the Cafaro's have been a great partner in this county. They are committed and they are building. We know how they operate. But the north project has Mr. Probst asking a lot of questions.

The Board of Commissioners hired Attorney Aaron Glasgow to represent them. Mr. Probst asked Mr. Glasgow to address some of these concerns. Mr. Probst said he heard Mr. Coffland on the radio stating if we don't do something by February that ODOT is pulling the project. Mr. Coffland responded, "That's absolutely, that was not only told to myself, told to Dennis Bigler and told to the Mayor by Lloyd MacAdam, District 11 Director of ODOT." Mr. Bigler asked that Lloyd MacAdam be called now to ask him because if ODOT is going to fund this project in two months, he is going back to his office and relax. Mrs. Favede asked Mr. Glasgow to address the conversation that he had with Roxanne Cain. Mr. Glasgow stated he asked Ms. Cain the very specific question – "If the Commissioners or the TID can't pay for that section, the northern section of the road, if the Commissioners don't transfer the money and the TID can't pay, what happens to the project and more specifically, does the project fold, does it go away, does it get pulled?" Mr. Glasgow continued, "She stated very specifically that no, that is not what happens. What happens is ODOT would go back to its original plan to cover the entire section of the road all the way up to (Rt) 40; it would go back and have to go back a couple of months to enlarge the scope of their portion of the project to include that section and go from there. And when they get past the planning section and they would come when they were looking for TRAC money for construction, they would come back to stakeholders and look for commitments for money to try and get that money. That is what she told me."

Mrs. Favede asked Mr. Glasgow to point out why the change was made; why they pulled away from this portion of it. Mr. Glasgow answered, "According to Ms. Cain, the original plan had ODOT covering on their schedule the entire route all the way up to (Rt)40. She said at some point she was approached by TID officials (I could be wrong), she was approached by someone, but she couldn't recall who, who said basically they want this to be on fast track and so they said great, we'll pull back and we'll only do the middle section, not the whole section, if you are telling me that the TID is going to do the rest of it." He reiterated that originally ODOT had said they were going to do the entire thing and they said that they will continue to do the whole thing. She said it would set back the project a couple of months.

Mrs. Favede said she thinks this is the media blitz that Commissioner Probst referred to. She added, "There's been negative publicity that I don't support this project and I want to say that I do support this project. I've worked on this project for years and we welcome any and all economic opportunity to Belmont County. What I don't support was the decision, as Mr. Glasgow indicated, that there would be a change in the actual scope of the project. This was always a complete project from end to end that we were working on in tandem to see that it was done correctly and that we would be a stakeholder, we would be a funder. In May, the decision was made unbeknownst to this board as a whole to divide this into three pieces; the Stein project, the overpass and the Cafaro's- that there would be a "swap" of county money for the earmark. Which I think is disingenuous because the earmark language specifically states that it has to be used for this, so it's not like you can use it for anything else. I immediately professed that I couldn't support this on more than one occasion." She stressed the most important part of this is this discussion was never had with the Board of Commissioners. You can ask and you will find no record at the Board of Commissioner meeting minutes or the TID meeting. She verified that Commissioner Probst has never had this discussion. She said then an intergovernmental agreement was produced. Mrs. Favede stated on more than one occasion that she would not support swapping or giving the TID the money to build this particular part of the road. One of her concerns is that we could do that and build this stub road and never see the completed project. She said there is still roughly \$9 million missing to complete this project as a whole. That money is going to be attempted to be obtained through TRAC funding. That application is not due until May of 2014 when the TID will apply. Until 2014, we won't know that it's done. Mrs. Favede stated she has always supported, once it's completely funded, investing county dollars into that road. She believes it is a wonderful opportunity to open up that land. Subsequently she does not agree to taking away or using county dollars to take away Mr. Stewart's property.

At this time Mr. Coffland read from 2011 TID minutes as follows: "Matt is concerned about the county's reaction to putting \$1.2 million into the St. Clairsville Commons." He then stated, "That was my concern because it was your idea to spend the \$1.9 million, Mrs. Favede, on the county side. It's in the minutes." Mr. Coffland said originally he questioned Dennis and Ginny, that we are spending all our county money on this side and after meeting with ODOT and everyone he was told he needed to look at the overall project. He said to spend the \$1.9 million was not the TID's idea, but Commissioner Favede's idea. Mr. Coffland wanted to go on record that Lloyd MacAdams, the Director of District 11, said that if the TID does not commit this money back, this project will be shelved. He offered to get him on the phone. **(DISCUSSION WILL CONTINUE AFTER SCHEDULED AGENDA ITEM.)**

IN THE MATTER OF BID OPENING FOR RE-BID OF ENGINEER PROJECT 13-4, BEL-4-6.51 BRIDGE REPLACEMENT (SAND HILL ROAD)

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the re-bid of Belmont County Engineer's, Project 13-4, BEL-4-6.51 Bridge Replacement (Sand Hill Road) they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Suburban Maintenance & Construction, Inc. 16330 York Road North Royalton, OH 44133	X	\$ 766,000.00
Ohio-West Virginia Excavating Co. P.O. Box 128 Powhatan Point, OH 43942	X	\$ 721,350.00
Engineer's Estimate - \$750,000.00		

Present for the bid opening were Engineer Fred Bennett and Deputy Engineer Mike Wahl.

Motion made by Mr. Probst, seconded by Mr. Coffland to turn over all bids received for the Belmont County Engineer's Project 13-4, BEL-4-6.51 Bridge Replacement Project to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – DISCUSSION CONTINUED RE: I-70/MALL ROAD CONNECTOR PROJECT

A call was placed to Lloyd MacAdams' office for him to contact the board immediately. Mr. Probst read the steps ODOT would take if there were no TID funds contributed. ODOT would back up the process by a couple of months to enlarge the project planned to include the construction of the Newland Road portion to connect with 40. Once the new plans are set, they will apply for TRAC funding at that point and ask for commitments from other stakeholders to get funding or construction in place. The letter sent to ODOT dated June 5, referenced by Mr. Coffland, states the commission further requests that you advise us of all the investors, (stakeholders) for the project and the amounts they have committed, including the City of St. Clairsville, the TID, Richland Township, Cafaro's and the developer for the St. Clairsville Commons Project. This all ties into the TRAC funding. The shortfall of funds that are going to be needed still has to go to TRAC to fund the gap portion. Mr. Probst continued reading, ODOT will go forward on the project regardless whether the TID builds the road or has funding to do so. To be

clear, this project will not implode or get pulled by ODOT if the TID does not build the road. He said Roxanne (Kane) indicated that ODOT's original plan was to build the entire connection, including the portion connecting to 40. She said they pulled back and changed the plans because the TID indicated they did not want to wait on ODOT because there was commercial development coming quickly on the land adjacent to the roadway (Stein property) and the TID indicated it would secure other financing to build the road on a quicker schedule. This is the only reason ODOT pulled back from the whole project. Roxanne is not aware of the law suit or the Stein's commitment to build the road itself. She is interested in seeing the judgment entry on this. Roxanne mentioned nothing about the pressing need or concern by ODOT regarding congestion or traffic issues in this area. ODOT will go forward either way and the only time that the money might be a make or break issue is if TRAC funding for construction depends on showing the other entities who will be investing in this project. Mr. Probst said this letter does not reference the connector road which is what is in question here today. Mr. Probst said, "This letter says, Belmont County Board of Commissioners elect and assure the Ohio Dept. of Transportation as a board we are still committed to the Interstate 70-Mall Road Interchange." Nothing on this says 'connector'. He said the project did change. It went from a \$42 million project with exit ramps and overpasses to what is being introduced today by the TID. Mr. Probst continued, "We need to sort out what is fact and what is truth with this whole project and people need to quit being so animated and distorting the facts about this project." He stated this project is going to move forward. It's going to take a lot of hard work to move it forward. The lawsuit needs to get cleared up according to Mr. Probst and to hear some commitments from the Stein property to see what actually is going to happen there. We need timelines to put some funding in place. Mr. Probst said he fears if the money is transferred to the TID and it gets tied up in a lawsuit, it will tie up the project for years.

Lloyd MacAdams was reached on the phone and he was advised the board was in the midst of a meeting with a roomful of people and the press was present. Matt repeated that Mr. MacAdams told him, Dennis Bigler and the Mayor that if this project is not funded and the TID does not move forward with their project it would be put back on the shelf. He asked Mr. MacAdams if that was correct and put him on speakerphone. Mr. MacAdams said if they get to the point of authorizing the final design and doesn't get the TID to commit the money, they will put the project on hold. Their projects have to tie into something. He said it could put it back several years; at least one year if not two on their schedule. Mr. MacAdams also was not familiar with the law suit that is pending. Mr. Probst requested the board meet with our attorney to see what to do regarding the law suit. He also said he needed timelines on the development at the Stein property, commitments in writing on who is coming and their timelines, what infrastructure is going to be put in so we can make sure the easements are secured and the roadway is put in. Mr. Coffland made the following motion:

IN THE MATTER OF MOTION TO MOVE \$1.9 MILLION TO THE TID FOR THE I-70 CONNECTOR ROAD PROJECT

Motion made by Mr. Coffland that the Commissioners hold up to their obligation of \$1.9 million towards this project and move the money to the TID so this project can continue to move forward.

Motion died for lack of a second.

Dennis Bigler voiced his concerns that a delay in this project would cause a loss of grant funds that would expire. Mr. Coffland also made a call to Engineer Bill Street and asked him with the TID's commitment of \$1.9 million, do you feel in your preliminary designs that we can build portion of the road that the TID is required with the earmark and the county money. Mr. Street answered that he felt it would be adequate money to do that project (the connector road). Mr. Street said he has an estimate of \$1.4 million for this project. Mr. Probst said we want this project to go through, it just has to be done the right way for the protection of this board, the protection of the TID board, and the protection of ODOT. Mrs. Favede concluded, "I think the most fundamental fact that needs to be taken away from today is this commission does not have \$1.9 million. We have \$900,000.00 in this account. We spent \$1 million paving roads. Going into next year our budget at this point is \$1 million over what we are being allocated by the Auditor so we have a task at hand before December 31st to cut \$1 million out of our own budget in order to get through next year with a balanced budget." Mr. Coffland disagreed noting the \$3 million received from signing the oil and gas lease with Rice Energy and he said we have Gulfport knocking on our door regarding possibly another big contract. We need about \$1 million of those dollars to move to water and sewer projects. He said, "The money is not an issue. Priorities is an issue. Your word is an issue." Again Mr. Coffland made the following motion:

IN THE MATTER OF MOTION TO MOVE \$1.9 MILLION TO THE TID FOR THE I-70 CONNECTOR ROAD PROJECT

Motion made by Mr. Coffland to move the \$1.9 million from the county coffers to the TID for construction of a connector road for our industrial hub running from US 40 down through property west of the plaza, west of the Ohio Valley Mall hooking into Mall Road and ending on Banfield Road for the purpose of safety, number one, number two, new construction in our county, many millions of dollars worth of jobs, retail, and property value.

Motion died for lack of a second. Mr. Coffland repeated his request to move this money.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:00 P.M.

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session pursuant to ORC 121.22(G)(3) Court Action exception.

DISCUSSION – Mr. Coffland said he didn't understand why we hired outside counsel when we have a legal prosecutor that reviews all contracts and everything for us and the TID has Rusty Sherman, who represents them. He said he is voting yes to go in because he needs to hear what goes on. Mr. Probst stated, "And for the record, I will not vote to move \$1.9 million of taxpayers dollars without an agreement and protection of this board of commissioners."

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:25 P.M.

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

Upon roll call the vote was as follows:

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

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

DISCUSSION HELD RE: SENIOR SERVICES PROGRAM AND DEPT. OF JOB & FAMILY SERVICES – Senior Services Program Coordinator David Hacker and DJFS Interim Director Lisa Fijalkowski came before the board with a payroll issue. Mr. Hacker explained they discovered they have two employees on the DJFS payroll structure who provide senior services transportation, but were never listed in the costs for Senior Services. These individuals are now Senior Services employees and will remain there, providing Senior Services as they were most of their time, under the levy. Ms. Fijalkowski explained these individuals ended up on the Public Assistance payroll to save levy dollars. The question has come in as to where was the majority of their time being spent, which was the Senior Services, non-Medicaid services. They were able to have a cost savings of \$80,000.00 by being able to use their Random Moments structure. Mrs. Favede asked, "So they were in JFS under Public Assistance as part of that union, and they are not reflected on any of the lists that we were given during the layoffs?" Mrs. Fijalkowski answered, "No they were not." Both Commissioner Favede and Probst questioned if these individuals should have been laid off

and if the JFS union didn't protest. Mrs. Fijalkowski said initially she did not believe the union was aware of them and technically they were Senior Services people. Mr. Hacker advised that today they are part of the Senior Services Union and during the layoffs they were classified as Senior Services Union member being compensated by public assistance dollars. Mr. Coffland said this was a selling point of former Director Dwayne Pielech that there would be a savings through transportation only, if it went under DJFS. He assumes this is what he was talking about. Mrs. Fijalkowski said, "We were able to save a net savings of \$80,000.00 by doing what we did or by doing what was done." Mr. Probst questioned if this would become an audit finding or do we have to pay back money?" Mr. Hacker did not know the answer to that yet. Mrs. Favede noted they had DJFS employees making Senior Services wages hidden and we have people who were laid off and they should have been the first to go. That was a question that Mrs. Fijalkowski had raised. Mrs. Favede asked if two people can be brought back since they were laid off erroneously. Mrs. Fijalkowski did not have the financials from DJFS, but she feels she should be able to bring two people back. Mr. Probst told the Clerk of request all the financials from Vince Gianangeli for DFJS for the board to review. Mrs. Fijalkowski advised she has the MedNet money that they actually were able to draw in that they won't be able to draw for those two individuals any longer and she has what would have been costs to the levy. The cost to the levy was \$115,906.81. The money they were able to draw in was \$193,927.08, making the \$80,000.00. Mrs. Favede has concerns of a union grievance. Mr. Coffland said he had wanted to look into the medical transportation because the whole reason Mrs. Favede changed it was that is what JFS said they could make money on. Mr. Hacker questioned why they weren't charging back to the levy for the time spent not transporting Medicaid eligible persons. That program under JFS is intended only to facilitate Medicaid eligible services. Mrs. Fijalkowski is waiting on a return call from AFSCME's Cindy Michaels. There could potentially be issues on both sides that may end up becoming a wash because they are no longer able to do this on the DJFS side, according to Mrs. Fijalkowski. Mr. Hacker explained, "If we're not supposed to be transporting non-Medicaid eligible individuals under PA funds, I believe the answer is yes; that \$80,000.00 savings isn't going to exist in the terms of \$80,000.00 because there should have been a chargeback for the non-Medicaid eligible time for those men." Mr. Coffland asked, "What do we lose now as far as reimbursement now that you can no longer." Mr. Hacker said, "When you look at it in terms of what was done and what should have been done; those are two different things because that savings of \$80,000.00 existed because every portion of those gentlemen's salaries and benefits were compensated by Public Assistance dollars, when only a portion of their time was spent doing Medicaid eligible transportation. So that \$80,000.00 will diminish, should have diminished, shouldn't have existed or been very, very small because the time, it would have been like any other shared employee who spent time doing a JFS function and spent time doing a levy function. There should have been a chargeback. So the savings is not, it should not have existed." Mrs. Favede said, "But an audit finding could force us to move it back, ok, so it does exist for the time being." Mr. Probst wants financial documentation by the end of the week so a decision can be made on if they can bring some people back and find out what the union wants to do. He assured Mrs. Fijalkowski that he appreciates her efforts, but he wants he to have the financials ahead of time so the board has time to review them.

IN THE MATTER OF CHANGES TO THE BOARD'S REGULAR MEETING SCHEDULE

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following changes to the board's regular meeting schedule for the months of November and December 2013, and to notify the media of the same:

- o **TUESDAY, NOVEMBER 26 AT 10:00 A.M DUE TO THANKSGIVING**
- o **WEDNESDAY, DECEMBER 4 -Convene at 11:15 a.m. instead of 10:00 a.m. (Project Best Annual Holiday Breakfast Meeting)**
- o **MONDAY DEC 23 AT 10:00 A.M.**
- o **MONDAY DEC 30 AT 10:00 A.M.**

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE CORSA 2014-2015 RENEWAL APPLICATION

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize the President of the Board, Ginny Favede, to execute the County Risk Sharing Authority (CORSA) 2014-2015 renewal application.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A RENEWAL OF THE FIFTEEN-YEAR LEASE AGREEMENT BETWEEN WTRF-TV, LLC, AND BELMONT COUNTY 9-1-1 FOR UTILIZATION OF SPACE ON THE WTRF-TV ANTENNA TOWER LOCATED IN KIRKWOOD HEIGHTS

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of the fifteen-year lease agreement between WTRF-TV, LLC, and Belmont County 9-1-1 for utilization of space on the WTRF-TV antenna tower located in Kirkwood Heights, Ohio for 9-1-1 Radio Communications equipment.

Note: WTRF will waive the \$1500 per month rental payments as long as 9-1-1 continues to provide and maintain a backup power system for the tower.

LEASE OF ANTENNA SPACE

THIS LEASE, made this 13th day of November _____, 2013 by and between **WTRF-TV, LLC** located in Wheeling, Ohio County. West Virginia, hereinafter called the "Lessor," and **Belmont County 9-1-1**, of 68331 Bannock Road, St. Clairsville, OH 43950, herein after called the "Lessee."

WHEREAS, the Lessor is the owner of that certain 700 feet antenna tower located on Kirkwood Heights, Ohio, and

WHEREAS, the Lessee is desirous of utilizing said tower for the purpose of Radio Communications in addition to the activities of the Lessor and its other lessees thereon,

NOW, THEREFORE, THIS LEASE WITNESSETH : That for and in consideration of the sum of One Dollar (\$1.00) and in the further consideration of the mutual promises and covenants hereinafter contained, the Lessor hereby leases unto the Lessee the following described facilities:

Sufficient space, but not complete circumference, on the WTRF-TV 700 foot tower for the mounting of microwave dishes and transmitting and receiving antennas. There will be four pieces of equipment mounted by the Lessee on said tower as follows:

- (1) A 6 foot microwave dish on the SW leg at approximately 375 feet above ground level.
- (2) A 6 foot microwave antenna on the SW leg at approximately 100 feet above ground level.
- (3) An 800 trunk/TX antenna on the N leg at approximately 600 feet above ground level.
- (4) A UHF antenna on the N leg at approximately 500 feet above ground level.

The parties hereto agree that the Lease shall be upon the following terms and conditions:

1. **TERM AND NOTICE.** The term of this Lease subject to the provisions hereof, shall be for a term of fifteen (15) years, beginning on the 1st day of February 2013 and ending on the 31st day of January 2028.

2. RENT. The Lessee covenants and binds itself to pay unto the Lessor as rental for the facilities and premises herein leased, the sum of Eighteen Thousand Dollars (\$18,000.00) per year, payable in equal monthly installments of Fifteen Hundred Dollars (\$1,500.00) on the first day of each month of the term hereof. In recognition of the fact that Lessee has agreed to provide and maintain a backup power system for the Lessor's transmitter site during the entire term of this Lease. Lessor agrees to waive the rental payments due by the Lessee to the Lessor for the term of this Lease.

3. TAXES. Any taxes levied upon radio equipment or other personal property owned or held by Lessee and located in or about the Leased Premises shall be paid by Lessee. All taxes levied on the real estate or the improvements thereon (excluding Lessee's property) shall be paid by Lessor

4. TRANSFER OR ASSIGNMENT OR LEASE. The Lessee agrees not to transfer or assign this Lease, nor sublet the subject facilities, without the prior written consent of the Lessor. Lessee may assign or transfer this Lease to another entity under the jurisdiction and control of the Belmont County Commissioners without Lessors approval.

5. LESSEE'S RIGHT OF ACCESS. During the Lease Term and any renewal period, Lessor hereby grants to Lessee a nonexclusive right of access to the Tower to the extent reasonably necessary to enable Lessee to bring in, install, remove, house, operate, maintain and monitor its equipment for Radio Communications. Lessee shall make reasonable attempt to notify Lessor's designated representative prior to entering upon the Tower, and any person authorized by Lessee to have access to the Tower shall be duly qualified to perform such maintenance, repairs, installations and operations, as may be required. In the event that Lessee's use of and access to the Property has harmed or damaged the operations of TV Station or the Leased Premises, Lessor may thereafter require that Lessee's access to the property be in the accompaniment of Lessor's designated representative, and otherwise reasonably restrict Lessee's access thereto. The sidewalks, entrances, parking areas and other common areas of the property on which the Leased Premises is located shall not be obstructed or encumbered by Lessee or used for any purpose other than ingress to and egress from the Leased Premises.

6. INGRESS AND EGRESS. The Lessor grants to the Lessee reasonable use of the road to the site to include installation and maintenance vehicles.

7. NEGLECT OF PREMISES. The Lessee agrees not to commit waste on the facilities herein leased and to deliver possession of the facilities to the Lessor at the termination of this Lease in substantially as good condition as at the commencement thereof, damages from natural elements, normal depreciation and decay excepted.

8. INTERFERENCE. Lessee shall be responsible at its own expense for taking such steps as may be necessary or reasonably requested by Lessor to prevent any material interference or spurious radiation at or near the Tower caused by Lessee's transmissions or other activities interacting with the existing broadcasting facilities of Lessor so long as such interaction is not due to a change in the location, kind or size of such existing facilities made after the date of this Lease. Notwithstanding any other provision contained in this Lease, if Lessee fails to reduce such interference or spurious radiation to levels reasonably acceptable to Lessor within thirty (30) days after Lessee's receipt of notice from Lessor of such interference or spurious radiation, Lessor may terminate this Lease without liability on its part by giving Lessee written notice of such termination. Notwithstanding the foregoing, Lessee shall not be responsible for any interference or spurious radiation claims from individuals or entities whose initial right to space on the Tower arose after the date of this Lease (except for the successors or assigns of Lessor and Preexisting Tenants). Lessor shall take all reasonable steps to cause any user whose initial right to space on the Tower arose after the date of this Lease (other than the successors or assigns of Lessor or Preexisting Tenants) to eliminate or reduce to reasonably acceptable levels any material interference or spurious radiation at or near the Premises caused by such user's transmissions or other activities interacting with the existing broadcasting facilities of Lessee, so long as such interaction is not due to a change in the location, kind or size of Lessee's facility. If there is a dispute with respect to the nature or extent of the interference or the corrections required, the matter shall be referred to a qualified consulting broadcast engineer mutually acceptable to Lessor and Lessee who is a member of the Association of Federal Communications Consulting Engineers (unless a different person is agreed upon by Lessor and Lessee), whose decision shall be final, and whose fees and costs shall be shared equally by Lessor and Lessee. If the engineer determines corrections are necessary, Lessee shall, as promptly as possible, but in no event later than five (5) days after receipt for the consulting radio engineers report, or any required consent of the FCC, whichever last occurs, commence corrective work and thereafter correct and eliminate such interference as quickly as possible with due regard to the nature and extend extent of such interference

9. GOVERNMENT REGULATIONS. Lessee shall, at lessee's sole cost and expense, comply with all of the requirements of the county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to its operation of its facilities, and shall faithfully observe all municipal and county ordinances and state and federal statutes now in force or which may hereafter be enforced.

IO A. INDEMNIFICATION.

(a) Lessee agrees to be responsible for, to indemnify and hold harmless and hereby indemnifies and holds harmless Lessor, its affiliates, officers, directors, agents, employees and representatives from all liability, losses, proceedings, actions, judgments, settlements, claims, damages and expenses (including reasonable attorney's fees) arising from or related to: (i) Lessee's use, maintenance, occupation, operation or activities upon or about the Leased Premises; (ii) any act or omission of Lessee or its employees, agents, contractors, licensees, or invitees; or (iii) any breach or default of any of the representations, warranties covenants, agreements, promises, undertakings and obligations made by Lessee under this Lease. The provisions of this subsection Section IO(a) shall survive the termination or expiration of this Lease.

(b) Lessor agrees to be responsible for, to indemnify and hold harmless and hereby indemnifies and holds harmless Lessee from all liability, claims, damages and expenses (including reasonable attorneys' fees) by reason of any injury or damage to any person or property in the Leased Premises which is due to the gross negligence of Lessor, its employees or agents, unless, and to the extent, that such injury or damage is due to the negligence of Lessee, its employees or agents, or any breach by Lessee of any of its obligations hereunder.

IO B. INSURANCE.

(a) Lessee shall keep the Leased Premises and all of its equipment and personal property on the Leased Premises insured during the term of this Lease as hereinafter set forth by a responsible insurance company or companies authorized to do business in the State of Ohio. Certificates for insurance shall be furnished by Lessee to Lessor upon the date of execution of this Lease and each anniversary thereof and upon any material change in coverage or substitution of insurance company. All policies shall provide for at least thirty (30) days notice to Lessor by the insurance company prior to any cancellation or material change in coverage. If Lessee shall not have provided insurance as provided herein, Lessor may, but shall not be required to, procure such insurance for the account of Lessee, and Lessee shall reimburse Lessor the cost thereof within ten (10) days of receipt of Lessors invoice therefor. No use shall be made or permitted to be made of the Leased Premises and no act shall be done or permitted that will cause the cancellation of any insurance policy covering the Leased Premises.

(b) Lessee agrees to procure and maintain a comprehensive General Liability policy or policies for the Leased Premises adding Lessor as additional insured. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for injury or death of one person in any one accident or occurrence, in an amount not less than Three Million Dollars (\$3,000,000.00) for injury or death to more than one person in any one accident or occurrence and in an amount not less than One Million Dollars (\$1,000,000.00) for property damage. Lessee's obligations under this paragraph (b) may be satisfied by an appropriate rider or riders to any existing comprehensive general liability policy of Lessee.

(c) Lessee shall keep the Leased Premises and all of its equipment and personal property on the Leased Premises insured for at least 80% of its full replacement value against loss by all casualties covered by a standard extended coverage policy and subject to such deductibles as may be deemed to be appropriate by Lessee, but which deductibles in the annual aggregate shall not exceed Ten Thousand Dollars (\$10,000.00). Lessor and Lessee shall be named as the insured under such insurance as their interest may appear.

(d) Lessee shall also cause any outside contractors to procure workers' compensation insurance and to procure comprehensive public liability insurance satisfactory to Lessor. Current certificates of insurance (and if requested by Lessor, copies of the applicable insurance policies) shall be furnished to Lessor at the execution of this Lease, and upon such later date as any outside contractors are secured by Lessee to perform services in respect of the Leased Premises, and from time to time as reasonably requested by Lessor. In addition, Lessor may require

such contractors to obtain and supply Lessor with performance and completion bonds prior to commencement of or during the performance of any work. Lessor shall have the right to prohibit any contractor from performing work on the Leased Premises due to a lack of sufficient insurance or otherwise.

(e) Lessee hereby releases Lessor, and its directors, officers, agents and representatives from any claim for damage to any person or property, personal property, Lessee's improvements, and alterations of either Lessor or Lessee in or on the Leased Premises that are caused by or result from risks insured against by the Lessee as required hereunder. Lessor shall not be liable to Lessee for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease.

11. DAMAGE OR DESTRUCTION. Lessor shall, at its own expense, maintain and keep in good repair the Tower. In addition, Lessor shall paint and light the TV Tower in accordance with an applicable FCC or FAA regulations. If the Tower or any other part of the Leased Premises, is damaged by fire or other casualty and if the damage has rendered the Leased Premises untenable, this lease shall be terminated without liability of Lessor, and the monthly rental shall be apportioned as of that date; provided, however, that nothing contained in this Lease shall be construed as requiring Lessor to rebuild all or any portion of the Leased Premises. If however, Lessor should elect to rebuild the Tower and/or other damaged parts of the Leased Premises, it shall rebuild in a manner which will provide space for Lessee comparable to the space leased herein and shall lease it to Lessee under the terms and conditions set forth in this Lease.

12. UTILITIES. The Lessee shall pay for all utilities used by it on the demised premises.

13. DEFAULT. The occurrence of any of the following events shall constitute an "Event of Default" under this Lease:

(i) Lessee fails to pay when due any rent or other payment due under this Lease and such failure is not cured within ten (10) days after written notice thereof to Lessee; or

(ii) Lessee breaches any other material term, provision, representation, warranty, condition, covenant, promise or agreement under this Lease and such breach is not cured within twenty (20) days after written notice thereof to Lessee; or

(iii) Lessee shall become insolvent, suspend the transaction of its business or operations, file a petition in bankruptcy, file a petition to reorganize or to effect a plan or other arrangement with creditors, make an assignment for the benefit of creditors, shall apply for or consent to the appointment of any receiver or trustee of all or a part of its property or shall initiate dissolution or liquidation proceedings; or

(iv) An order shall be entered approving an involuntary petition to reorganize Lessee or to effect a plan or other arrangement with Lessee's creditors or appointing a receiver or trustee for Lessee of all or a part of its property or a writ or warrant of attachment, execution, distraint, levy, possession or any similar process shall be issued by any court against all or a portion of the property of Lessee.

Provided Lessor is not in default hereunder, if there shall be an Event of Default in the performance by Lessee of any material covenant, agreement, condition, rule or regulation herein contained or hereafter established in relation to the terms of this Lease, and such Event of Default continues for more than thirty (30) days after receipt of written notice of such Event of Default from Lessor, this Lease, if Lessor so elects, shall thereupon terminate upon Lessor's giving Lessee written notice to that effect; provide, however, that no Event of Default shall be deemed to exist if performance reasonably requires more than thirty (30) days to cure and is pursuing performance with due diligence. Lessor shall have the right to declare all sums owed hereunder including accelerated rent to be immediately due and payable, and to reenter or repossess the Leased Premises by appropriate legal proceedings or to take whatever other action at law or in equity as may be necessary or desirable to collect the rent then due or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease. In the event of any such reentry, this Lease shall expire and terminate as of the date of such reentry with the same effect as though such date were the normal expiration date of this Lease, except that lessee shall remain liable to Lessor for the payment of rent hereunder through the normal date of expiration of this Lease, which unpaid rent shall, at the option of Lessor, become due and payable in full upon the date of such reentry. In the event of any such reentry, Lessor may, but shall not be obligated to, relet the Leased Premises or any part thereof to any person, firm or corporation, for such period of time, for such use and for such sum which Lessor may deem suitable. In the event of any such reletting, Lessor shall credit the defaulting Lessee or Lessees with the net proceeds thereof, less all expenses incurred by Lessor in the reentry and reletting of the Leased Premises (including, without limitation, attorney's fees, costs of removal and storage of the defaulting Lessee's or Lessee's property, and costs of preparing the Leased Premises for reletting), for the period of time from the date of such reletting through the date of cessation thereof or through the normal date of expiration of this Lease, whichever shall first occur. Should the net proceeds realized by Lessor therefrom, less all expenses as aforesaid, be insufficient to pay Lessor that to which Lessor would have been entitled to receive from the defaulting Lessee had not such default occurred, then Lessee shall remain liable to Lessor from such deficiency; but Lessor shall not, in any event be required to pay Lessee any surplus realized therefrom by Lessor. Lessor's remedies hereunder are cumulative and in addition to any other remedy it may have at law or in equity.

14. QUIET ENJOYMENT. Lessee upon the performance of all the terms of this Lease, shall quietly enjoy the Leased Premises without any disturbance from Lessor or from any other person claiming through Lessor, subject, however, to the reservations and conditions of this Lease.

15. REMOVAL OF EQUIPMENT. It is understood and agreed by and between the parties hereto that all machine and equipment installed by the Lessee, or placed upon the leased facilities incident to the Lessee's business, whether annexed to the free hold or not, shall remain the personal property of the Lessee, and Lessee shall have the privilege and right to remove the same at any time during the term of this lease, provided that the facilities are restored to as good condition as they were prior to the installation of said machinery and equipment, reasonable wear and tear excepted, and further provided, that the lessee shall have paid all rents due and payable to the Lessor as herein provided.

16. EMINENT DOMAIN. If the Tower or any part thereof, in which the Leased Premises is located is taken by eminent domain so as to make the premises untenable or unusable for Lessee's operations, this Lease shall expire on the date when the property shall be so taken, and the monthly rental shall be apportioned as of that date. Lessor shall not be subject to any claims, actions or legal proceedings by Lessee as a result of the Leased Premises being taken by eminent domain.

17. OPERATION AND MAINTENANCE OF LESSEE'S PROPERTY AND EQUIPMENT. Lessee shall be solely responsible for the operations, inspection and maintenance, including testing with Lessee's testing equipment, of the technical property and equipment of Lessee located in or on the Leased Premises in accordance with the rules of the Federal Communications Commission ("FCC"). Lessor shall not be required to furnish any operation, maintenance, service, parts or supplies for Lessee's property and equipment, it being understood and agreed that all cost of labor for maintenance, service or repairs and all parts and supplies for Lessee's property and equipment shall be borne entirely by Lessee. Lessee shall similarly be responsible for the maintenance of logs and other requirements of FCC rules. The operation of Lessee's transmitting equipment will at all times remain Lessee's sole responsibility, and it shall at all times provide employees to carry out such operations.

18. PERFORMANCE OF OBLIGATIONS OF LESSEE. If Lessee shall be in default hereunder, Lessor may cure such default on behalf of Lessee, in which event Lessee shall reimburse Lessor together with interest at the rate of fifteen percent (15%) per annum, plus reasonable attorneys' fees. In order to collect such reimbursement, Lessor shall have all the remedies available under this Lease or at law or in equity.

19. FORCE MAJEURE. With respect to any services furnished by Lessor to Lessee. Lessor shall in no event be liable for failure to furnish the same when prevented from doing so by strike, lockout, accident, order or regulation of or by any governmental authority, or failure or supply, or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Lessor's control.

20. WAIVER. Failure of any party to complain of any act or omission on the part of any other party in breach or default of this Lease, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time, express or implied, of any breach of any provision of this Lease or consent to any subsequent breach of the same or other provisions.

CONTRACT

(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Board Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Belmont**, (hereafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperative in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimate cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of the reconstruction of 2 historic stone arch bridges on Old National Road. CR 40 B over Wheeling Creek near Lloydsville and TR 814 over Barkcamp Creek near Morristown, lying with Belmont County; and

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount **Two Hundred Fifty Nine Thousand Two Hundred Seventy Six and - - - - 00/100 Dollars (\$378,233.00)**.
5. **The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-aid Enhancement funds, including Toll Revenue Credit, set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation and further, the County agrees to assume and bear 100% of the cost of Preliminary Engineering and Right of Way, excluding in-house preliminary engineering and right of way charges incurred by the State.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and ward the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statues relating hereto, including, but not limited to, Title 23, U.S.C., Section 116;
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
 - E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
 - F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

Board of County Commissioners
County of **Belmont**
101 West main street
St. Clairsville, Ohio
43950-1225

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed on or behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requires in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understanding between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provisions of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

**OHIO DEPARTMENT OF
TRANSPORTATION**

Director of Transportation

Date

SEAL
(If Applicable)
LOCAL PUBLIC AGENCY
Board of County Commissioners
County of Belmont
Ginny Favede /s/

President
Charles R. Probst, Jr. /s/

County Commissioner
Matt Coffland /s/

County Commissioner

County Commissioner
11/13/13

Date

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A ROADWAY USE AND
MAINTENANCE AGREEMENT FOR DRILLING PROJECTS
AND INFRASTRUCTURE WITH XTO ENERGY, INC./PAVICH WELL PAD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with XTO Energy, Inc. for the use of 2.35 miles of County Road 5 (Clover Ridge Road) for the purpose of ingress and egress for drilling activity at the Pavich Well Pad.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and XTO Energy, Inc., whose address is 810 Houston Street Fort Worth, TX 76102 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Washington Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

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

WHEREAS, Operator intends to commence use of 2.35 miles of Clover Ridge Road (CR-5) for the purpose of ingress to and egress from the [**Pavich Well Pad**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**Pavich Well Pad**] (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of Clover Ridge Road (CR- 5) , to be utilized by Operator hereunder, is that exclusive portion beginning at County Line going northerly to L.N. Walters Lane (T-760) covering 2.35 miles. It is understood and agreed that the Operator shall not utilize any of the remainder of Clover Ridge Road (CR- 5) for any of its Drilling Activities hereunder.

2. The portion of N/A to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR N/A for any of its Drilling Activities hereunder.

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **BLANKET BOND #019044749 for \$3,000,000.00 in place to cover designated roads and bridges** However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely

within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

- 11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement
- 12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
- 13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
- 14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 15. Agreement shall be governed by the laws of the State of Ohio.
- 16. This Agreement shall be in effect on November 13, 2013.

Executed in duplicate on the dates set forth below.

<u>Authority</u>	<u>Operator</u>
By: <u>Ginny Favede /s/</u> Commissioner/Trustee	By: <u>Michael R. Johnson /s/</u>
By: <u>Charles R. Probst, Jr. /s/</u> Commissioner/Trustee	Printed name: <u>Michael R. Johnson</u>
By: <u>Matt Coffland /s/</u> Commissioner/Trustee	Company Name: <u>XTO Energy, Inc.</u>
By: <u>Fred F. Bennett /s/</u> County Engineer	Title: <u>VP Production Operations Appalachia Division</u>
Dated: <u>11/13/13</u>	Dated: <u>10/31/13</u>
Approved as to Form: <u>David K. Liberati /s/ (Assistant)</u> County Prosecutor	

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 4) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 6) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include - etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH XTO ENERGY, INC./SCHNEGG WELL PAD

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with XTO Energy, Inc. for the use of 1.70 miles of County Road 56 (Cats Run Road) for the purpose of ingress and egress for drilling activity at the Schnegg Well Pad.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and XTO Energy, Inc., whose address is 810 Houston Street Fort Worth, TX 76102 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within York Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

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

WHEREAS, Operator intends to commence use of 1.70 Road Miles of Cats Run Road (CR-56) for the purpose of ingress to and egress from the [**Schnegg Well Pad**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**Schnegg Well Pad**] (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of Cats Run Road (CR- 56) , to be utilized by Operator hereunder, is that exclusive portion beginning at SR-148 going southerly to Schnegg Pad 1.70 miles to access on left. It is understood and agreed that the Operator shall not utilize any of the remainder of Cats Run Road (CR- 56) for any of its Drilling Activities hereunder.

2. The portion of N/A to be utilized by Operator hereunder, is that exclusive portion beginning at wherein Operator's site are to be constructed herein. It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR N/A for any of its Drilling Activities hereunder.

3. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

4. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

5. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of **BLANKET BOND #019044749 for \$3,000,000.00 in place to cover designated roads and bridges.** However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

15. Agreement shall be governed by the laws of the State of Ohio.

16. This Agreement shall be in effect on November 13, 2013.

Executed in duplicate on the dates set forth below.

Authority
 By: Charles R. Probst, Jr. /s/
 Commissioner/Trustee
 By: Matt Coffland /s/
 Commissioner/Trustee

Operator
 By: Michael R. Johnson /s/
 Printed name: Michael R. Johnson

By: *Ginny Favede /s/*

Company Name: *XTO Energy, Inc*

Commissioner/Trustee

By: *Fred F. Bennett /s/*

Title: *VP of Production Operations, Appalachia Division*

County Engineer

Dated: 11/13/13

Dated: 10/31/13

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Appendix A

Operator shall:

- 8) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 9) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 10) Upgrade CR/TR in accordance with the attached plans and/or county standards.
- 11) Maintain CR/TR during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 12) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 13) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 14) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

- 3) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 4) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

The intent of this Appendix A is to include anything agreed to by the parties. If the Authority wants plans prior to construction, then include – etc., etc.

The parties could also address the scenario where more than one Operator is involved on the same Route.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE AMENDMENT TO THE CONTRACT DATED OCT. 1, 2013, BETWEEN BCDJFS AND JEFFERSON CO. COMMUNITY ACTION COUNCIL, INC.

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the amendment to the contract dated October 1, 2013 between Belmont County Department of Job & Family Services (Purchaser) and Jefferson County Community Action Council, Inc., (Contractor) to permit the Contractor to direct charge admin or program costs when appropriate to the following additional grants:

- National Emergency Grant (NEG 26 Windstorms), CFDA 17.277
- NEG 25 Flood CFDA 17.277
- Business Resource Network, CFDA 17.283

There is no funding level change.

Note: BCDJFS is the Fiscal Agent and Jefferson County CAC is the Administrative Entity for WIA 16.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Jefferson County Community Action Council, Inc. – Administrative Entity WIA-16
Contract Amendment**

The contract dated October 1, 2013 between the Belmont County Department of Job and Family Services and the Jefferson County Community Action Council, Inc. is hereby amended as follows:

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of WIA Funds (CFDA #17.258 Adult, CFDA #17.278 Dislocated Worker, CFDA #17.259 Youth). The amount of reimbursement to Contractor under the terms of this contract is **\$64,276.56 of WIA Funds** (CFDA #17.258 Adult, CFDA #17.278 Dislocated Worker, CFDA #17.259 Youth).

Contract Amendment adds the ability to charge to NEG26 Wind storms (CFDA #17.277), NEG25 Flood (CFDA #17.277) as well as BRN, Business Resource Network, (CFDA #17.283) grants. This amendment is to provide ability to direct charge when appropriate using either admin or program to original and these additional three grants. No funding level change is included.

In the event that additional funding is acquired under National Emergency Grants (NEG) or any other grant, a modification to this contract is authorized increasing the funding by the amount approved by the COG not to exceed the amount authorized in the NEG or other grant. The modification will identify the NEG by name (CFDA #17.277) and the amount of the increase. Payment would then be invoiced identifying the programs being charged.

All financial obligations of Purchaser under the contract are subject to federal and Ohio funding levels consistent with the fiscal year.

Signatures:

Lisa Fijalkowski /s/

11-8-13

Lisa Fijalkowski

Date

Belmont County Department of Job and Family Services

(Fiscal agent for Workforce Investment Area 16)

310 Fox Shannon Place

St. Clairsville, OH 43950

Barbara West /s/

11-4-13

Barbara West

Date

CEO Jefferson County Community Action Council, Inc.

114 N. 4th Street

Steubenville, OH 43952
Dean Holtsclaw /s/ 11/5/13
 WIA-16 Workforce Investment Board Chair Date
Thomas E. Graham /s/ 11-7-13
 WIA-16 Council of Government Chair Date
Charles R. Probst, Jr. /s/ 11/13/13
 Belmont County Commissioner Date
Matt Coffland /s/ 11/13/13
 Belmont County Commissioner Date
Ginny Favede /s/ 11/13/13
 Belmont County Commissioner Date
Chris Berhalter /s/ 11-12-13
 Approved as to form: Date
 Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING AMENDMENT TO CONTRACT DATED JAN. 30, 2013, BETWEEN BCDJFS AND JEFFERSON CO. COMMUNITY ACTION COUNCIL, INC., FOR BUSINESS RESOURCE NETWORK (BRN) SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the amendment to the contract dated January 30, 2013, between Belmont County Department of Job & Family Services (Purchaser) and Jefferson County Community Action Council, Inc., (Contractor) for Business Resource Network services to increase the total contract by \$50,000 from \$794,425.00 to \$844,425.

Note: The cost for the Outside Evaluator required by the Dept. of Labor on Innovation Grants estimated by WIA Area 6 (Tuscarawas and Stark County) in the original grant submission was higher than the actual cost. Therefore, the balance of these previously obligated funds is being released to the WIA areas involved in the original BRN grant.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
 Purchase of the Performance of Services Contract
 Jefferson County Community Action Council, Inc – BRN (Business Resource Network)
 Contract Amendment**

The contract dated January 30, 2013 between the Belmont County Department of Job and Family Services and the Jefferson County Community Action Council, Inc. is hereby amended as follows:

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of BRN Fund (CFDA #17.283). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$794,425.00 of BRN Funds** (CFDA #17.283).

Contract Amendment adds \$50,000, to bring the contract total to \$844,425

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

Lisa Fijalkowski /s/ 11-8-13
 Lisa Fijalkowski Date
 Belmont County Department of Job and Family Services
(Fiscal agent for Workforce Investment Area 16)
 310 Fox Shannon Place
 St. Clairsville, OH 43950

Barbara West /s/ 11-4-13
 Barbara West Date
 CEO Jefferson County Community Action Council, Inc.
 114 N. 4th Street
 Steubenville, OH 43952

Dean Holtsclaw /s/ 11/5/13
 WIA-16 Workforce Investment Board Chair Date
Thomas E. Graham /s/ 11-7-13
 WIA-16 Council of Government Chair Date
Charles R. Probst, Jr. /s/ 11/13/13
 Belmont County Commissioner Date
Matt Coffland /s/ 11/13/13
 Belmont County Commissioner Date
Ginny Favede /s/ 11/13/13
 Belmont County Commissioner Date
Chris Berhalter /s/ 11-12-13
 Approved as to form: Date
 Belmont County Prosecutor

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: FINAL RESOLUTION FOR ODOT PROJECT, PID NO. 86170, FOR THE RECONSTRUCTION OF 2 HISTORIC STONE ARCH BRIDGES ON OLD NATIONAL ROAD-CO. RD. 4B - John Parkinson, Office Manager for the Belmont Co. Engineer, came before the board to answer questions regarding the final resolution. Mike Bianconi stated he was totally against any tax dollars on an historic bridge anywhere if we can't use it or drive on it. Mr. Parkinson clarified these are public roads. There is one in Lloydsville in on Mr. Parkinson then stated the other is basically across the road from where Pick's was. There is a township road which used to be Old 40 that goes on the north side of the current 40. They are considered historic because they are stone arch bridges similar to the Blaine Bridge. The board then returned to the motion and took a roll call. All voted "yes."

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:40 P.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 1:40 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of November, 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