

St. Clairsville, Ohio

November 14, 2012

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 Mr. Probst, 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-Barrett Brothers	Forms-Probate Court/General Fund	120.00
A-Blaugrund, Herbert, Martin, Inc.	Professional Services/General Fund	1,646.25
A-BP Products North America	Gasoline-Auditor-November/General Fund	180.06
A-BP	Gasoline-Coroner/General Fund	237.04
A-Columbia Gas of Ohio	Misc. Utilities/General Fund	25.94
A-CourtView Justice Solutions	Invoice-Public Defender/General Fund	87.50
A-CourtView Justice Solutions	Invoice-Public Defender/General Fund	2,950.00
A-CourtView Justice Solutions	Invoice-Public Defender/General Fund	5,250.00
A-Draft-Co.	Professional services/General Fund	40.00
A-Licking County Coroner	Autopsies-Coroner/General Fund	6,390.00
A-McGhee & Company	Supplies-Probate Court/General Fund	77.44
A-MOS Office Supplies	Printer cartridges-Treasurer/General Fund	220.50
A-Treasurer of State of Ohio	Audit Fees 2011/General Fund	3,009.40
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	1,224.12
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	628.62
E-AT&T	Wireless/911 Wireless Fund	577.73
J-Belmont SWCD	CAUV Work completed for Oct. 2012/Real Estate Assessment Fund	1,420.00
K-Transystems Corp.	Stone Arch Bridges/Engineer MVGT Fund	1,980.88
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	504.05
N-Carr Concrete Corp.	Engineer Proj. 11-3 Concrete Box Beams/Bridge & Retaining Wall	30,353.00
N-Stonegate Construction	EORIP Water Line Construction Fund	313,046.61
N-Water Bond Retirement Fund	Projects/WWS#3 Capital Improvement Fund	80,000.00
P-Borden Office Equipment	Supplies/BCSSD Funds	2,142.58
P-Murphy Tractor & Equipment	Materials/BCSSD Funds	266.60
S-Asayo Creative	Oil & Gas expo advance/Port Authority Fund	4,500.00
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Results Engineering	Maintenance 2013/Probate Court Computer Fund	3,403.50
S-Standard Forms Co.	Folders/Probate Court Computer Fund	1,261.41
T-Fields Excavating, Inc.	RLF Fund/Neffs Sanitary Sewer District Fund	200,000.00
W-Lexis Nexis	Monthly charges/Law Library Fund	7,184.00
W-Matthew Bender & Co.	Books/Law Library Fund	650.02
Y-Bridgeport, Village of	Patching various streets/County Motor Vehicle License Tax Fund	2,227.50

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for November 14, 2012 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$56,101.84
A-GENERAL/AUDITOR	\$414.66
A-GENERAL/CHEST CLINIC	\$634.86
A-GENERAL/JUVENILE COURT	\$300.88
A-GENERAL/SHERIFF	\$1,766.22
A-GENERAL/911	\$5,324.87
B-Dog Kennel	\$603.79
G-Lodging Excise Tax	\$30,000.00
H-Job & Family, CSEA	\$3,624.35
H-Job & Family, Public Assistance	\$16,756.77; \$84,467.85; \$478.83
H-Job & Family, WIA	\$17,340.39; \$101,994.44
J-Real Estate Assessment Fund	\$1,027.52
K-Engineer MVGT	\$366.78; \$18,522.66; \$21,765.73
M-Juvenile Ct. – Title IV-E Reimb.	\$80.48
N-Carnes Center Grant	\$1,679.03
P-Sanitary Sewer District	\$2,957.86; \$1,481.43; \$711.29; \$2,095.15; \$310.14
S-District Detention Home	\$5,654.79
S-Job & Family, Children Services	\$63,181.34
S-Job & Family, Senior Services	\$19,572.88
S-Juvenile Ct. – Computer Fund	\$256.69
S-Juvenile Ct. General Special Projects	\$3,521.76
S-Oakview Juvenile Residential Center	\$5,092.18
S-Sheriff Commissary	\$1,368.62
S-Western Ct. General Special Projects	\$1,811.39
T-Sanitary Sewer District	\$58.08

U-Sheriff Reserve Account \$977.00  
 Upon roll call the vote was as follows:  
 Mr. Probst Yes  
 Mr. Coffland Yes  
 Mrs. Favede Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Commissioners'</i>	<i>Sheriff</i>	
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A12.000 Travel (Gasoline)	\$ 902.29
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A08.000 Food	\$10,000.00

*Note: Partial payment of the Sheriff's Supplemental Budget request dated 08/21/12.*

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Commissioners'</i>	<i>Other Health</i>	
E-0051-A001-A50.000 Budget Stabilization	E-0253-A008-D03.000 Crippled Children Aid	\$10,000.00

**GENERAL FUND/BELMONT COUNTY JUVENILE COURT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0082-A002-C31.002 Salaries-Employees	E-0085-A002-C32.010 Supplies	\$ 2,000.00

**GENERAL FUND/BELMONT COUNTY VETERAN'S COMMISSION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0160-A009-D05.000 Grave Markers	E-0160-A009-D12.000 Utilities	\$ 416.59
E-0161-A009-C07.000 Travel	E-0160-A009-D12.000 Utilities	\$ 2,000.00

**BCDJFS PUBLIC ASSISTANCE FUND H00**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H16.006 Hospitalization	E-2510-H000-H01.002 Salaries	\$ 200,000.00
E-2510-H000-H16.006 Hospitalization	E-2510-H000-H15.005 Medicare	\$ 3,000.00
E-2510-H000-H16.006 Hospitalization	E-2510-H000-H03.012 Equipment	\$ 100,000.00

**ENGINEER/BOND RETIREMENT/BRIDGE RETAINING WALL O39 FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9218-O039-O01.050 Principal	E-9218-O039-O02.051 Bond Payments	\$ 38,247.50

**FOR THE VARIOUS BELMONT COUNTY SANITARY SEWER DISTRICT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS #2</b>	<b>WWS #2</b>	
E-3701-P003-P31.000 Other Expense	E-3701-P003-P18.010 Supplies	\$ 900.00
<b>WWS #3</b>	<b>WWS #3</b>	
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P29.003 PERS	\$ 9,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P21.000 Materials	\$ 5,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P18.010 Supplies	\$ 300.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P31.000 Employees	\$ 4,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P28.000 Travel & Exp	\$ 100.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P31.000 Other Exp	\$ 100.00
<b>SSD #1</b>	<b>SSD #1</b>	
E-3704-P051-P01.002 Salaries	E-3704-P051-P15.000 Other Exp	\$ 2,000.00

**BD OF DD MENTAL RETARDATION S66 FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2410-S066-S70.011 Contract Services	E-2410-S066-S66.010 Supplies	\$ 30,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**VARIOUS FUNDS/SANITARY SEWER**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>WWS #3 Revenue Fund P05</i>	<i>WWS #3 Phase I Bond O004</i>	
E-3702-P005-P34.074 Transfers Out	R-9201-O004-O06.574 Transfers In	\$47,000.00
<i>SSD #2 Revenue Fund P53</i>	<i>SSD #2 Sewer Bond O06</i>	
E-3705-P053-P16.074 Transfers Out	R-9203-O006-O08.574 Transfers In	\$83,671.88

**THE BEMONT COUNTY GENERAL FUND AND**

**THE BOND RETIREMENT-FORCE MAIN EXT.**

**PROJECT FUND O10**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund</i>	<i>Bond Retirement-Force Main Ext. Project Fund</i>	
E-0257-A015-A15.074 Transfers Out	R-9207-O010-O05.574 Transfers In	\$139,794.64

*To transfer funds needed for bond payments due 12/01/12.*

**THE BEMONT COUNTY GENERAL FUND AND**

**THE BOND RETIREMENT-JAIL CONSTRUCTION**

**FUND O30**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund</i>	<i>Bond Retirement-Jail Construction Fund</i>	
E-0257-A015-A15.074 Transfers Out	R-9212-O030-O08.574 Transfers In	\$475,456.87

*To transfer funds needed for bond payments due 12/01/12.*

**THE BEMONT COUNTY GENERAL FUND AND**

**THE BOND RETIREMENT-SATELLITE BUILDING**

**FUND O31**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund</i>	<i>Bond Retirement-Satellite Building Fund</i>	
E-0257-A015-A15.074 Transfers Out	R-9215-O031-O20.574 Transfers In	\$ 79,307.60

*To transfer funds needed for bond payments due 12/01/12.*

**THE BEMONT COUNTY GENERAL FUND AND  
THE BOND RETIREMENT-EASTERN DIVISION  
BUILDING FUND O37**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund</i>	<i>Bond Retirement-Eastern Division Bldg. Fund</i>	
E-0257-A015-A15.074 Transfers Out	R-9216-O037-O01.574 Transfers In	\$ 64,953.75

*To transfer funds needed for bond payments due 12/01/12.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR OCTOBER, 2012**

Motion made by Mr. Probst seconded by Mrs. Favede to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of October, 2012.

**Gross Wages P/E 10/6/12 to 10/20/12**

**GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>5,946.93</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>415.52</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>1,464.33</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>2,537.02</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>3,596.03</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>3,589.66</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>1,352.32</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>639.76</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>4,359.74</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>6,693.27</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,575.42</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,291.50</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>1,185.98</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,740.14</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>6,411.33</b>
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>5,897.18</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>4,052.40</b>
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>4,247.32</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,469.38</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>804.94</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>2,392.86</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>1,825.98</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>2,806.50</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>37.31</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b>469.47</b>
			<b>70,802.29</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>754.10</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>4,154.17</b>
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	<b>170.91</b>
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	<b>704.66</b>
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	<b>340.57</b>
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	<b>69.51</b>
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	<b>217.66</b>
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	<b>417.04</b>
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>50,715.62</b>
FLOOD GRANT-HUMAN SERV	E-2600-H005-H11.000	R-9895-Y095-Y01.500	<b>5,062.99</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b>6,868.72</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	<b>1,805.37</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	<b>3,540.42</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>10,754.00</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>4,371.03</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>659.00</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>291.20</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>1,043.60</b>
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	<b>642.52</b>

Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	524.35
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	333.15
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	507.96
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,793.92
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	8,342.38
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	582.77
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,539.43
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	187.76
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	32.25
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	6,107.14
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,417.02
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,302.81
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	301.00
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	22,448.34
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	11,233.54
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,568.26
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	324.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	271.00
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	704.98
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
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	2,264.59
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	481.44
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	525.22
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
	<b>TOTAL</b>		<b>236,208.93</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission on following specified dates:

**November 7, 2012**

**BELMONT COUNTY SHERIFF/ GENERAL FUND**

E-0131-A006-A18.000 Radio/Communications \$ 525.78

**BELMONT COUNTY PORT AUTHORITY EORIP WATERLINE N57**

E-9057-N057-N01.013 EORIP Cont. Proj.-Water \$ 500,000.00

**BD OF DD/MEDICAID RESERVE FUND S69**

E-2413-S069-S01.011 Contract Services \$800,000.00

**November 14, 2012**

**FOR THE GENERAL FUND/BOND PAYMENTS**

E-0257-A015-A15.074 Transfers-Out \$759,512.86

*Appropriation made in preparation of transfer between funds for bond payments due 12/01/12.*

**APPROPRIATIONS FOR THE GENERAL FUND**

E-0051-A001-A50.000 Budget Stabilization \$ 100,000.00

*Partial appropriation of October Casino Revenue payment received 11/01/12.*

**FOR THE G50 LODGING EXCISE TAX FUND**

E-1910-G050-G01.000 Convention & Visitors Bureau \$20,000.00

**BEL. CO. DJFS WORKFORCE DEVELOPMENT FUND H05**

E-2600-H005-H10.000 Severstal Dual Enrollment \$ 20,000.00

**BEL. CO. DJFS WIA AREA 16 FUND H08**

E-2610-H008-H01.000 Bel. Co. DJFS-WIA \$ 135,233.00

E-2610-H008-H04.000 Jeff. Co. DJFS-WIA \$ 315,544.00

**NEFFS SANITARY SEWER/ISSUE TWO MONIES N27**

E-9027-N027-N05.055 OPWC Funds \$126,176.62

**SANITARY SEWER DIST. #2 SEWER BOND FUND O06**

E-9203-O006-O02.050 Principal \$ 120,000.00

**SANITARY SEWER DIST. WWS #3 PHASE I BOND FUND O04**

E-9201-O004-O01.050 Principal \$ 39,000.00

E-9201-O004-O02.051 Interest \$ 97,445.10

**BCDJFS NOTE RETIREMENT EQUIPMENT FUND O38**

E-9217-O038-000.050 Bond Payment \$ 100,000.00

E-9217-O038-002.051 Interest Payment \$ 1,994.44

**SANITARY SEWER DIST. WWS #3 REVENUE FUND P05**

E-3702-P005-P34.074 Transfers Out \$ 275,000.00

**SANITARY SEWER DIST. #2 REVENUE FUND P53**

E-3705-P053-P16.074 Transfers Out \$ 187,000.00

**OLD SHERIFF'S RESIDENCE/ODOT GRANT MONEY P83**

E-1703-P083-P07.013 ODOT Grant Expenses \$ 82,934.72

**QUE BRICK TAVERN FUND/ODOT MONEY S05**

E-2405-S005-S05.011 Contract Services \$3,611.00

**BELMONT COUNTY PORT AUTHORITY ARMORY PROPERTY S12**

E-9057-S012-S21.000 Armory Property \$ 75,000.00

**BEL. CO. COMMON PLEAS/GENERAL SPECIAL MEDIATION FUND S54**

E-1544-S054-S01.002 Salaries \$ 3,200.00

E-1544-S054-S02.003 PERS \$ 400.00

**BEL. CO. BD OF DD/ MEDICAID RESERVE FUND S69**

E-2413-S069-S01.011 Medicaid Reserve Fund \$ 379,515.68

**BEL. CO. COMMON PLEAS/GENERAL SPECIAL PROJ FUND S89**

E-1572-S089-S01.000 Other Expenses \$ 7,465.00

**BEL. CO. COMMON PLEAS/COMPUTER FUND S95**

E-1588-S095-S03.000 Computer Fund \$ 3,697.00

**PROSECUTOR/VICTIM'S ASSISTANCE FUND W80**

E-1511-W080.P07.006 Hospitalization \$ 1,343.00

E-1511-W080.P01.002 Salary \$ 1,343.00

E-1511-W080.P05.003 PERS \$ 687.00

**BOND RETIREMENT-FORCE MAIN EXTENSION**

**PROJECT FUND O10**

E-9207-O010-O01.050 Principal Payment 110,000.00

E-9207-O010-O02.051 Interest Payment 74,971.87

Total 184,971.87

*To appropriate monies needed for bond payments due 12/01/12.*

**BOND RETIREMENT-JAIL CONSTRUCTION**

**FUND O30**

E-9212-O030-O01.050 Principal Payment 410,000.00

E-9212-O030-O02.051 Interest Payment 65,456.88

Total 475,456.88

*To appropriate monies needed for bond payments due 12/01/12.*

**BOND RETIREMENT-SATELLITE BUILDING**

**FUND O31**

E-9215-O031-O01.050 Bond Payment 60,000.00

E-9215-O031-O02.051 Interest Payment 26,460.62

Total 86,460.62

*To appropriate monies needed for bond payments due 12/01/12.*

**BOND RETIREMENT-SATELLITE BUILDING**

**FUND O31**

E-9216-O037-O01.050 Principal Loan Payments 45,000.00

E-9216-O037-O02.051 Interest Payment 19,953.75

Total 64,953.75

*To appropriate monies needed for bond payments due 12/01/12.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING**

**THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated November 14, 2012, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION**

**FOR COUNTY EMPLOYEES TO TRAVEL**

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

**COMMISSIONERS** – Charles R. Probst, Jr., Ginny Favede and Matt Coffland to travel to Columbus, OH, on Dec. 9-11, 2012 to attend the CCAO Winter Conference. A county vehicle will be used.

**DJFS** – Patricia Kinney, Floyd Culbertson & Senior Members to travel to Carrollton, OH, on Nov. 9, 2012, for a Flushing Senior Center outing. Linda Sadosky, Bruce Maguire & Senior Members to travel to Robinson Twp. Mall, PA, on Nov. 14, 2012, for a Martins Ferry Senior Center outing. Linda Sadosky, Bruce Maguire & Senior Members to travel to Wheeling, WV, on Nov. 19, 2012, for a Martins Ferry Senior Center outing. Estimated expenses: \$72.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE EXECUTION OF INVOICE #2 FOR HERITAGE ARCHITECTURAL ASSOCIATES/ OUE BRICK TAVERN PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Favede to execute Invoice #2 for Heritage Architectural Associates for the OUE Brick Tavern Project, PID 84115, as follows:

ODOT/Federal Share (80%) \$ 1,408.00  
 Local Share (20%) 352.00  
**Total Due: \$1,760.00**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE EXECUTION OF INVOICE # 1 FOR CENTENNIAL PRESERVATION GROUP/ OUE BRICK TAVERN PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Favede to execute Invoice #1 for Centennial Preservation Group for the OUE Brick Tavern Project, PID 84115, as follows:

ODOT/Federal Share (80%) \$ 18,802.80  
 Local Share (20%) 4,700.70  
**Total Due: \$23,503.50**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FOR CENTENNIAL PRESERVATION GROUP/OUE BRICK TAVEN HOUSE ROOD AND ROOF DRAINAGE REHAB PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign Change Order No. 1 for Centennial Preservation Group for the Ohio University Eastern Brick Tavern House Roof and Roof Drainage Rehab project for masonry repair; there is no cost for this change order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FOR OHIO-WEST VIRGINIA EXCAVATING CO./ENGINEER PROJECT 12-5 BEL-YOR-810-0.01 BRIDGE REPLACEMENT PROJECT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve Change Order No. 1 in the amount of (- \$21,572.30) for Ohio-West Virginia Excavating Company for the Engineer Project 12-5 BEL-YOR-810-0.01 Bridge Replacement Project located at York Township 810, (Town Hill Bridge), based upon the recommendation of County Engineer Fred Bennett.

**CHANGE ORDER NO. #1**

**SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS PROJECT 12-5 BEL-YOR-810-0.01 BRIDGE REPLACEMENT PROJECT**

Auditor's Office, Belmont County, Ohio

THIS AGREEMENT made and entered into this 14th day of November, 20 12 between OHIO-WEST VIRGINIA EXCAVATING COMPANY and Charles Probst, Jr., Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said OHIO-WEST VIRGINIA EXCAVATING COMPANY hereby agrees to furnish all material and do all work requisite necessary for PROJECT 12-5 BEL-YOR-810-0.01 BRIDGE REPLACEMENT Project, located at YORK TOWNSHIP 810 (TOWN HILL BRIDGE), in accordance with plans and specifications.

All work, materials and equipment shall meet said specifications.

**CHANGE ORDER**

**\* DEDUCTION IN COSTS \***

APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	SAVINGS BY VALUE ENGINEERING CHANGE OF MATERIAL	\$21,572.30	\$21,572.30
	TOTAL DEDUCTION		\$21,572.30

Reason for Change Order - By changing the abutments design by using driven HP 14 X 73 steel piling in lieu of drilled reinforced concrete piling, a total of \$43,144.60 in saving is realized. As per Section 105.19 of the ODOT Construction and Material Specifications, this savings is divided equally between the County and the Contractor. This also saves three (3) working days for construction.

**SUMMARY**

ORIGINAL CONTRACT	\$719,333.00
DEDUCTION	- \$21,572.30
NET CHANGE	- \$21,175.00
TOTAL WORK TO BE PERFORMED	\$697,760.70
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED (Change Order #1)	- \$21,572.30

**BELMONT COUNTY COMMISSIONERS**

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

**OHIO-WV EXCAVATING COMPANY**

NAME: W. Roger Lewis  
 BY: W. Roger Lewis /s/  
 TITLE: President

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIDDEN SPRINGS**  
**EIGHTH ADDITION**  
**RICHLAND TWP. SEC 18, T-7, R-4**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date November 14, 2012

Motion made by Mr. Probst, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Hidden Springs, Eighth Addition, Richland Township, Section 18, T7, R4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
*Revised Code Sec. 711.05*  
----\*\*\*----

To: Cindi Henry, F.O., Richland Township Trustees, P.O. Box 16, St. Clairsville, OH 43950

You are hereby notified that, Wednesday, the **28th** day of **November, 2012** at **10:45** o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

- Mail by certified return receipt requested
- cc: Richland Township Trustees
- 
- Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST FOR SET BACK**  
**VARIANCE FOR STENGER SUBDIVISION**  
**UNION TOWNSHIP, SEC. 13, T-8, R-5**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date November 14, 2012

Motion made by Mr. Probst, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the hearing in regards to the set-back variance request of Donald V. Farrell for Lot #2 in Stenger Subdivision, Union Township, Section 13, T-8, R-5, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
*Revised Code Sec. 711.05*  
----\*\*\*----

To: Donald V. Farrell, Jr. et al, 124 Westview Dr., Barnesville, OH 43713.

You are hereby notified that Wednesday the 28th day of November, 2012, at 10:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long s  
Clerk of the Board

- Mail by certified return receipt requested
- Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH**  
**DRAFT-CO., INC. FOR A PARCEL CONVERSION PROJECT/GIS**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into agreement with Draft-Co., Inc. in the amount of \$24,453.70 for a parcel conversion project consisting of 4,446 parcels, based upon the recommendation of Don Pickenpugh, Geographic Information System (GIS) Director.

*Note: This contract will be paid entirely from GIS funds.*

**County of Belmont Ohio**  
Purchase of Services Agreement

Number of pages - \_\_\_  
Agreement Number - \_\_\_\_\_  
COST – Refer to Exhibit “A”

THIS AGREEMENT, made and entered into as of this date by which representatives of both parties have affixed their respective signatures, by and between the Commissioners of Belmont County, Ohio (hereafter, “COUNTY”) and Draft-co, Inc, (hereafter, “CONSULTANT”)

WITNESSETH:

WHEREAS COUNTY, whose address is 101 West Main Street, St. Clairsville, OH 43950, desires to purchase services from CONSULTANT for the purpose of Mapping Services and related. WHEREAS CONSULTANT, whose address is 405 South Fourth Street, Martins Ferry, OH 43935 is able and willing to provide such services;

NOW THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the CONSULTANT do agree as follows:

1. The term of this agreement shall commence as of the date by which all parties hereto have executed this Agreement. COUNTY shall not be liable for any services performed by CONSULTANT other than during the term of this agreement unless otherwise specified in EXHIBIT “A”.
2. CONSULTANT agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and CONSULTANT’s response thereto, if any, and on the attached Schedule “A”, incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule “A” or any of them, it is agreed that the terms of Schedule “A” to the extent any conflict, are controlling.
3. CONSULTANT shall not assign or transfer any interest or obligation in this Agreement, whether by assignment, or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP.
4. If, through any cause, CONSULTANT shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if CONSULTANT shall violate any of the covenants or stipulations of this Agreement, COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day notice to CONSULTANT of such termination specifying the effective date thereof. There shall

be no other termination of this Agreement, during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP.

5. In the event COUNTY exercises its unilateral right to terminate this Agreement of cause in the manner provided for the paragraph 4 above, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by CONSULTANT under this Agreement shall, at the option of COUNTY, become the property of the COUNTY and CONSULTANT shall be entitled to receive just and equitable compensation, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and COUNTY may withhold any payments to CONSULTANT for the purpose of set-off.
6. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives, CONSULTANT will at all times during the term of this Agreement keep in full force and effect comprehensive general Liability, Auto Liability and Worker's Compensation insurance policies issued by a company authorized to do business in the state of Ohio, with liability coverage provided for therein in the amounts of at least \$ 1,000.000 CSL (Combined Single Limits).
7. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified in the attached Schedule "A", incorporated herein by reference.
8. CONSULTANT shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, CONSULTANT agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
9. CONSULTANT agrees to secure at CONSULTANT's own expense all personnel necessary to carry out CONSULTANT's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
10. County agrees to provide to CONSULTANT any records possessed by the COUNTY that may be required to complete the project. COUNTY further agrees that digital tax parcel records may be required to complete the project and such records will be made available to the CONSULTANT in acceptable digital form.
11. Notices, bills invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States Mailbox, with sufficient first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
12. During the term of this Agreement, CONSULTANT agrees not to discriminate on the basis of race, religion, color, sex, handicap, age, sexual preference, marital status, physical appearance, or national origin against any person, whether a recipient of services (actual or potential), an employee or an application for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, any other form of compensation or level of service(s). CONSULTANT agrees to post in conspicuous places, available to all employees, service recipients, and applicants for this paragraph. The listing of prohibited basis for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional basis and exceptions shall be permitted only to the extent allowable in state or federal law.
13. In all solicitations for employment placed on CONSULTANT's behalf during the term of this Agreement, CONSULTANT shall include a statement to the effect the CONSULTANT is an "Equal Opportunity Employer."
14. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Ohio law shall be controlling.
15. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
16. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
17. This parcel conversion project will be completed within 365 days of date of the "Notice to Proceed."

**IN WITNESS WHEREOF**, COUNTY and CONSULTANT, by their respective authorized agents, have caused this agreement and its schedules to be executed, effective as of the date on which all parties hereto have affixed their respective signatures, as indicated below.

FOR CONSULTANT

Date Signed: 11/14/12 Jason G. Davenport /s/  
 Jason G. Davenport, President  
 Draft-Co, Inc.  
 FOR COUNTY

Date Signed: 11/14/12  
 BELMONT COUNTY COMMISSIONERS  
Charles R. Probst, Jr. /s/  
 Charles R. Probst, Jr., President  
Ginny Favede /s/  
 Ginny Favede  
Matt Coffland /s/  
 Matt Coffland

Approved as to form by:  
David K. Liberati /s/  
 Belmont County Prosecutor  
 Assistant

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH GLOBAL GEOPHYSICAL SERVICES, INC. TO PERMIT ACCESS TO COUNTY PROPERTY**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into agreement with Global Geophysical Services, Inc. to permit access to County property for the sole purpose of performing a Hazard Survey Assessment and to provide a post plot map showing the placement of all proposed charges and receivers for the County's review and for no other purpose.

*Note: Global Geophysical is interested in performing a 3-D Geophysical Survey on County property and this is Phase I of that project.*

**AGREEMENT FOR ACCESS TO PROPERTY**

This Agreement is made by and between Global Geophysical Services, Inc. (hereinafter referred to as "Global") and Board of County Commissioners of Belmont County, Ohio, (hereinafter referred to as "County").

WHEREAS, Global is interested in performing a 3-D Geophysical Survey on property owned by County as described on Exhibit "A" attached hereto and made a part hereof by incorporation; and



WHEREAS, the first phase of performing such work requires Global to have access to said property in order to prepare a survey of Global's proposed actions pursuant to the proposed Contract; and

WHEREAS, County is willing to permit Global access to its properties in order to perform the initial phase of its work and to prepare a survey for presentation to County.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, Global and County agree as follows:

(1) County hereby grants Global access to said property solely in order to perform a Hazard Survey Assessment and to provide a post plot map showing the placement of all proposed charges and receivers for County's review, AND FOR NO OTHER PURPOSE.

(2) It is understood and agreed that County is providing access to Global for purposes of the first phase of this project only, and that by granting said access, County is not consenting to any further work to be performed by Global. If, after review of the Hazard Survey Assessment, County is satisfied that Global may continue to proceed with its work, County and Global may enter into a separate agreement outlining the extent of said work. County reserves the right in its sole discretion, to terminate this agreement immediately upon notice to Global.

(3) Global will conduct its operations, including any helicopter usage, during daylight hours (7:00 a.m. – 7:00 p.m.). Global agrees to indemnify and hold County harmless from all actions, suits, demands, claims, and liabilities whatsoever, which may result from the operations conducted under this agreement. Global shall provide such policy or policies of liability insurance as County may require naming County as an additional insured, in order to provide insurance coverage for Global's actions on County's property.

Global Geophysical Services, Inc.

By: John Barenz /s/  
Its: Surface Agent

Board of County Commissioners of Belmont County, Ohio

By: Charles R. Probst, Jr. /s/  
**Charles R. Probst, Jr. Commissioner**

By: Ginny Favede /s/  
**Ginny Favede, Commissioner**

By: Matt Coffland /s/  
**Matt Coffland, Commissioner**

APPROVED AS TO FORM:

David K. Liberati /s/

PROSECUTING ATTORNEY

Assistant

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REAPPOINTMENTS TO THE BELMONT COUNTY TOURISM COUNCIL BOARD**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following reappointments to the Belmont County Tourism Council Board for a five year term, based upon the recommendation of Eugene "Doc" Householder, Executive Director of the Belmont County Tourism Council:

**TERM TO EXPIRE**

Richard Thompson

July, 2017

Al Molnar

July, 2017

Upon roll call the vote was as follows:

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

**ANNOUNCEMENT- The board will begin holding budget hearings with the various departments beginning Monday, November 19, and continuing until they are complete between the hours of 10:00 a.m. and 3:00 p.m. Interested parties can contact the Barb Blake in the Commissioners' Office for a list of dates and times at 740-699-2155.**

**IN THE MATTER OF CHANGES TO UPCOMING BOARDS' REGULAR MEETING SCHEDULE**

Motion made by Mr. Probst, seconded by Mr. Coffland to announce the following changes to the board's regular meeting schedule for the months of November, December 2012, and January 2013 and to notify the media of the same:

- o **TUESDAY, November 20, 2012 at 10:00 a.m.**
- o **WEDNESDAY, DECEMBER 5, 2012-Convene at 11:00 a.m. instead of 10:00 a.m. (Project Best Annual Holiday Breakfast Meeting)**
- o **THURSDAY, December 27, 2012 at 10:00 a.m.**
- o **THURSDAY, January 3, 2013 at 10:00 a.m.**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION TEMPORARILY REDUCING LEGAL AXLE LOAD LIMIT ON FLUSHING TOWNSHIP ROADS/ENGINEER**

Motion made by Commissioner Probst, seconded by Commissioner Coffland to adopt the following:

**RESOLUTION**

**Whereas**, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;

**Whereas**, the Belmont County Board of Commissioners have received a request from the Flushing Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;

**Whereas**, the Belmont County Engineer has recommended that the Flushing Township Trustees' request be granted.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Flushing Township be reduced by fifty percent (50%) for the period beginning November 15, 2012 and ending April 15, 2013.

Upon roll call the vote was as follows:

Mr. Probst	<u>Yes</u>
Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>

Adopted November 14, 2012

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 11:00 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Christine Palmer, HR Manager, pursuant to ORC 121.22(G)(4) Collective Bargaining to review collective bargaining negotiations.

Upon roll call the vote was as follows:

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

*\*Note: Commissioner Favede stepped out at 12:00 p.m.*

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 12:15 P.M.**

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

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN. Mr. Probst advised the board has requested more information and will probably go back into executive session later today.**

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT  
FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE  
WITH OHIO GATHERING COMPANY, LLC.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Ohio Gathering Company, L.L.C. for the use of 1.9 miles of County Road 100 (Egypt North Road) for the purpose of ingress and egress for pipeline activity.

*Note: This is for the Spencer to Arrowhead Trunk Pipeline and the Seneca Plant to Cadiz Plant Pipeline.*

**ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR PIPELINE AND COMPRESSOR 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 Ohio Gathering Company, L.L.C., whose address is 101 East Market Street, Cadiz, Ohio 43907 (hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator is the owner of certain right of way and field agreements, and intends to construct, operate and maintain certain pipeline facilities [The Spencer to Arrowhead Trunk Pipeline and the Seneca Plant to Cadiz Plant Pipeline], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [The Spencer to Arrowhead Trunk Pipeline and the Seneca Plant to Cadiz Plant Pipeline] located in Kirkwood Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use of 1.9 miles of CR-100 (Egypt North Road) for the purpose of ingress to and egress from the pipeline facilities [The Spencer to Arrowhead Trunk Pipeline and the Seneca Plant to Cadiz Plant Pipeline], for traffic necessary for the purpose of constructing the pipe line facilities (herein after referred to collectively as "Pipeline 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 Pipeline Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 3 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-pipeline activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Pipeline 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, prior to or during any Pipeline Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

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

1. The portion of CR-100 (Egypt North Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of US-40 (National Road) and ending at the intersection of TR-399 (Butter Milk Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-100 (Egypt North Road) for any of its Pipeline Activities hereunder.
2. Those portions of said roads and bridges and their appurtenances to be utilized 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 Pipeline 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 Pipeline 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. to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.
3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Pipeline 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.
4. 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 Pipeline

Activity shall be identified and thereafter completed by the Operator, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the Pipeline Activity on the 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 Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be in an amount no greater than \$190,000 & 00/100 DOLLARS (\$100,000.00 per mile). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

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

6. 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.

7. 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.

8. 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.

9. 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 the estimated costs and actual cost of any road maintenance work to be performed pursuant to this agreement is 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.

10. 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 attorney's fees which are attributable to pipeline activity which arise or are 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 Pipeline Activity whatsoever.

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

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

13. 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.

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

15. This Agreement shall be in effect on November 14, 2012.

Executed in duplicate on the dates set forth below.

**Authority**

By: Matt Coffland /s/  
Commissioner/Trustee

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

By: Ginny Favede /s/  
Commissioner/Trustee

By: Fred F. Bennett /s/  
County Engineer

Dated: 11/14/12

**Operator**

By: Brian Rayburn /s/

Printed name: Brian Rayburn

Company Name: Ohio Gathering Co., L.L.C.

Title: Regional Manager

Dated: Nov. 14, 2012

Approved as to Form:

David K. Liberati /s/  
Assistant County Prosecutor

**Appendix A**

Operator shall:

- 1) Provide for videotaping of the road prior to Pipeline Activity.
- 2) Maintain CR/TR during Pipeline Activities for those damages caused by said Pipeline Activities.
- 3) 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 Pipeline Activities.
- 4) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Said Contractors shall pay prevailing wage rates in accordance with Ohio Law.
- 5) 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 compliance.

Authority shall:

- 1) Provide for minor maintenance of the road during the Pipeline Activity for damages not caused by said Pipeline 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 Pipeline Activity at the Authority's cost and expense, including snow/ice control, mowing, etc.

Upon roll call the vote was as follows:

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

**NOVEMBER 19, 2012, RECONVENED**

**PRESENT: COMMISSIONERS FAVEDE, PROBST AND COFFLAND**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:55 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Robyn Marshall, 911 Director; and Christine Palmer, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:30 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 3:55 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 3:55 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of November, 2012.

\_\_\_\_\_

\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

We, Charles R. Probst, Jr. 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