

St. Clairsville, Ohio

November 19, 2014

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-URISA	Renew membership-Engineer GIS Project/General Fund	175.00
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	2,565.76
E-AP Wireless Investments, LLC	911 Tower lease/911 Fund	660.00
E-Verizon	Wireless bill/911 Fund	37.67
J-BP	Gasoline-Reappraisal/Real Estate Assessment Fund	238.90
O-Huntington National Bank	Interest payment/Bond Ret-2014 Refunding 97 Bond Fund	293,222.24
O-Huntington National Bank	Interest payment/WWS #3 Phase I Bond Acct & Bond Ret-2014 Ref. 92 Bd.	106,287.01
O-The Bank of New York	Bond payment/SSD #2 – Sewer Bond Fund	156,550.00
O-Huntington National Bank	Principal/Bond Retire-Eng Brdg/Rtn Wall Fund	85,000.00
O-Huntington National Bank	Interest/Bond Retire-Eng Brdg/Rtn Wall Fund	36,347.50
S-BI, Inc.	Monthly electronic monitoring/Eastern Ct. Gen. Special Projects	445.50
S-BI, Inc.	Monthly electronic monitoring/Northern Ct. Gen. Special Projects	445.50
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	94.99
S-TSG	Software updates/Eastern Div. Ct. Computer Fund	1,705.98
S-TSG	Remote data & backup/Northern Div. Ct. Computer Fund	1,713.28
S-Vista	Annual support/Eastern Div. Court Computer Fund	4,309.18
S-Western Div. Court	Bank fees for Oct. 2014/Western Ct. General Special Projects Fund	117.70
W-Pamela S. Bowman	Reimburse travel expenses/Prosecutor's Victim Program	29.23
Y-Morristown, Village of	License tag fee/Municipal Auto License Fund	23,000.00

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for November 19, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$37,509.37
A-GENERAL/Adult Probation	\$661.73
A-GENERAL/Auditor	\$3,600.20
A-GENERAL/Chest Clinic	\$1,823.76
A-GENERAL/Common Pleas	\$532.15
A-GENERAL/Juvenile Court	\$1,378.33
A-GENERAL/Probate Court	\$69.99; \$1,037.35
A-GENERAL/Sheriff	\$42,919.00
A-GENERAL/Treasurer	\$1,224.51
A-GENERAL/911	\$3,959.24
B-Dog Kennel	\$452.45
G-Lodging Excise Tax	\$24,167.00
H-Job & Family, CSEA	\$4,575.00
H-Job & Family, Public Assistance	\$18,341.00; \$346.24; \$3,301.50; \$7,188.16; \$1,264.64
H-Job & Family, WIA	\$11,845.35; \$51,000.00; \$126,827.19; \$31,359.89
K-Engineer MVGT	\$108,172.18
M-Juvenile Ct. – Intake Coordinator	\$385.00
M-Juvenile Ct. – Placement Services	\$3,780.00
M-Juvenile Ct. – Drug Court Donations	\$320.50
M-Juvenile Ct. – Placement II	\$336.74
M-Juvenile Ct. – Title I-E Reimb.	\$2,775.24
N-Capital Projects-Facilities	\$46,705.89
O-Bond Retirement-Eastern Div Bldg.	\$67,703.74
O-Bond Ret-Jail Construction	\$322,871.88
O-Bond Retirement-Satellite Bldg.	\$88,460.63
P-Oakview Administration Bldg.	\$1,479.33
S-Certificate of Title Adm Fund	\$358.83
S-Common Pleas Ct. General Special Projects	\$5,344.25
S-District Detention Home	\$9,014.74
S-Job & Family, Children Services	\$3,695.60
S-Juvenile Ct. – Gen. Special Projects	\$195.00
S-Oakview Juvenile Residential Center	\$1,148.32; \$6,875.73
S-Probate Court Conduct of Business Fund	\$6,879.16
S-Senior Services	\$29,310.91
S-Sheriff CCW	\$2,528.00
S-Sheriff Commissary	\$780.00
S-Western Ct. General Special Projects	\$315.09
S-Western Div. Ct. Computer	\$6,309.79

T-CDBG Escrow Account	\$8,675.00
U-Sheriff's Reserve Account	\$55.00
W-Law Library	\$8,504.08

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0082-A002-C20.010 Supplies	E-0082-A002-C31.002 Salaries-Emp	\$ 2,938.38
E-0121-A006-B02.002 Recorder/Salaries-Emp	E-0051-A001-A02.002 Comms/Salaries-Emp	\$ 300.00
E-0141-A001-C02.002 Salaries	E-0141-A001-C08.000 Advertising & Print	\$ 6,000.00
E-0141-A001-C02.002 Salaries	E-0141-A001-C03.010 Supplies	\$ 9,000.00
E-0141-A001-C11.000 Other Expenses	E-0141-A001-C03.010 Supplies	\$ 2,000.00
E-0051-A001-A16.000 Indigent Burial Expense	E-0051-A001-A50.000 Budget Stabilization	\$ 100.00
E-0051-A001-A24.000 Infrastructure/ORC .026	E-0051-A001-A50.000 Budget Stabilization	\$227,092.55
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A50.000 Budget Stabilization	\$105,000.00
E-0055-A004-B04.012 Equipment	E-0051-A001-A50.000 Budget Stabilization	\$ 24.29
E-0055-A004-B19.000 County Buildings	E-0051-A001-A50.000 Budget Stabilization	\$ 1,409.08
E-0256-A014-A01.000 CORSA Costs	E-0051-A001-A50.000 Budget Stabilization	\$ 83,896.35
E-0256-A014-A14.004 Workers' Comp./GF	E-0051-A001-A50.000 Budget Stabilization	\$100,468.95
E-0257-A015-A15.074 Transfers Out	E-0051-A001-A50.000 Budget Stabilization	\$263,457.31
E-0257-A017-A00.000 Contingencies	E-0051-A001-A50.000 Budget Stabilization	\$225,536.84
E-0051-A001-A50.000 Budget Stabilization	E-0011-A001-B02.002 Auditor/Salaries-Emp.	\$ 22,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A20.012 Equipment	\$ 3,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0213-A001-H01.000 Examinations	\$ 3,000.00
E-0256-A014-A06.006 Group and Liability	E-0256-A014-A07.005 Emp. Medicare Tax	\$ 15,000.00

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

FROM	TO	AMOUNT
E-2600-H005-H13.000 Neg 27	E-2600-H005-H09.000 Other Exp	\$194.60

M67 ALTERNATIVE SCHOOL FUND

FROM	TO	AMOUNT
E-0400-M067-M01.002 Salaries	E-0400-M067-M08.011 Contracts	\$6,000.00

O03 WWS #3 BOND FUND/BCSSD

FROM	TO	AMOUNT
E-9200-O003-O12.000 Transfers Out	E-9200-O003-O03.051 Interest Payment	\$51,084.42

BCSSD/VARIOUS

FROM	TO	AMOUNT
E-3701-P003-P31.000 Other Expenses	E-3701-P003-P19.012 Equipment	\$200.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P29.003 PERS	\$11,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P31.000 Other Expenses	\$12,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P18.010 Supplies	\$2,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P23.011 Services	\$10,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P19.012 Equipment	\$1,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P15.000 Other Expenses	\$1,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P02.010 Supplies	\$300.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P03.012 Equipment	\$100.00
E-3705-P053-P13.003 PERS	E-3705-P053-P15.000 Other Expenses	\$2,400.00
E-3705-P053-P13.003 PERS	E-3705-P053-P35.005 Medicare	\$500.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P02.010 Supplies	\$300.00
E-3706-P055-P35.005 Medicare	E-3706-P055-P02.010 Supplies	\$100.00

S49 MENTAL HEALTH FUND

FROM	TO	AMOUNT
E-2310-S049-S54.011 Contract Services	E-2310-S049-S49.002 Salaries	\$10,000.00
E-2310-S049-S54.011 Contract Services	E-2310-S049-S59.000 Travel and Expenses	\$1,500.00
E-2310-S049-S54.011 Contract Services	E-2310-S049-S60.003 PERS	\$500.00
E-2310-S049-S54.011 Contract Services	E-2310-S049-S64.005 Medicare	\$100.00

Y29 TAX CERTIFICATE ADMIN. FUND

FROM	TO	AMOUNT
E-9829-Y029-Y05.000 Postage	E-9829-Y029-Y06.000 Recording Fees	\$500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

FOR THE GENERAL FUND/COMMISSIONERS

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

FROM	TO	AMOUNT
E-0055-A004-B18.000 Maint/Op. Other Expense	E-0051-A001-A28.000 Comm. Other Exp.	\$100,000.00

(To correct previous appropriation to the wrong line item.)

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

A00 GENERAL FUND AND THE O10 BOND RETIREMENT-FORCE MAIN EXTENSION PROJECT FUND/BCSSD

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9207-O010-O05.574 Transfers In	\$102,966.29

P53 SSD #2 REVENUE FUND AND THE O10 BOND RETIREMENT-FORCE MAIN EXTENSION PROJECT FUND/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9207-O010-O05.574 Transfers In	\$40,560.40

P05 WWS #3 REVENUE FUND AND THE O09 WATER BOND RETIREMENT FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$93,245.60

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, 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:

****SEPTEMBER 17, 2014****

N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N02.055	Courthouse Bldg. Repair	\$10,000.00
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Additional needed for painting and other renovations for the third floor of the courthouse.

(Estimated amount—still obtaining quotes.)

E-9029-N029-N04.055	Other Expenses	\$ 7,623.68
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Additional needed for flooring at the Health Department, etc.

(Estimated amount—still obtaining quotes.)

****NOVEMBER 19, 2014****

GENERAL FUND

E-0055-A004-B18.000	Commissioners-Other Expense	\$100,000.00
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Appropriation of funds for the Belmont County Land Bank.

G50 LODGING EXCISE TAX FUND

E-1910-G050-G01.000	Convention & Visitors Bureau	\$50,000.00
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H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

E-2600-H005-H09.000	Other	\$3,450.52
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E-2600-H005-H14.000	OH Works Incentive Program (OWIP)	\$40,000.00
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O06 SSD #2 SEWER BOND FUND/BCSSD

E-9203-O006-O04.051	Interest	\$ 50.00
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O09 BOND RETIREMENT-WATERLINE**EXTENSION PROJECT FUND/BCSSD**

E-9206-O009-O01.050	Principal Payment	\$125,000.00
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E-9206-O009-O02.051	Interest Payment	\$ 17,549.67
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O10 BOND RETIREMENT-FORCE**MAIN EXT. PROJECT FUND**

E-9207-O010-O01.050	Principal Payment	\$120,000.00
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E-9207-O010-O02.051	Interest Payment	\$ 70,471.86
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P53 SSD #2 REVENUE FUND/BCSSD

E-3705-P053-P16.074	Transfers Out	\$50,000.00
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S33 DISTRICT DETENTION HOME FUND

E-0910-S033-S33.002	Salaries	\$5,000.00
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W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAMS

E-1511-W080-P01.002	Salary	\$1,616.27
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E-1511-W080-P05.003	PERS	\$480.00
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E-1511-W080-P07.006	Hospitalization	\$1,466.00
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E-1511-W080-P08.005	Medicare	\$75.00
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Y29 TAX CERTIFICATE ADMINISTRATIVE FUND/TREASURER

E-9829-Y029-Y06.000	Recording Fees	\$3,500.00
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Y30 ISSUE TWO MATCH MONIES FUND/ENGINEER

E-9830-Y030-Y10.000	Project Payments-Capital Outlay	\$3,950.67
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Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING**THEN AND NOW CERTIFICATE/AUDITOR'S**

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated November 19, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

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

LODGING EXCISE TAX- \$50,000.00 additional funds needed for 2014 for Tourism Council.

O06 – SSD#2 – SEWER BOND FUND - \$50.00 Additional amount needed to process interest payment due 12/01/14.

O10 BOND RETIREMENT/SSD #2 Sanitary Sewer Rt. 40 Project - \$190,471.87 needed for Principal & Interest payments due 12/01/14.

\$ 46,945.18 fund balance

\$ 40,560.40 transferred from P53 on 11/19/14

\$102,966.29 transferred from General Fund on 11/19/14

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Michael Schlantz to travel to Cadiz, OH, on Nov. 21, 2014, to attend WIB meeting. Estimated expenses: \$12.00

Bonnie White to travel to Columbus, OH, on Nov. 20, 2014, to attend State Personnel Board of Review Pre-hearing. **Vince Gianangeli** to travel to Coshocton, OH, on Dec. 2, 2014, to attend Canton District Directors Assoc. Meeting. Estimated expenses: \$103.52

SENIOR SERVICES – Tish Kinney and seniors to travel to Wheeling, WV, on Dec. 2, 2014, for a Senior Center outing. All Senior Centers to travel to Wheeling, WV, on Dec. 10, 2014, for an outing at Wheeling Downs. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland, to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 8, 2014.

Upon roll call the vote was as follows:

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

Announcements:

- 1) The Board will reconvene on Thursday, Nov. 20 at 10:00 am for Budget Hearings
- 2) The Board’s next Regular Meeting will be TUESDAY, Nov 25 at 9:00 a.m. due to Thanksgiving

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH OHIO GATHERING COMPANY, LLC/ OHIO GATHERING COMPANY PIPELINES/ (PUGH RIDGE ROAD)

Motion made by Mr. Thomas, seconded by Mr. Coffland, to enter into a **Roadway Use Maintenance Agreement for Pipeline and Compressor Projects and Infrastructure** with Ohio Gathering Company, LLC, effective November 19, 2014, for the use of 0.70 miles of CR 86 (Pugh Ridge Road) for the purpose of traffic necessary to and from the pipeline facilities for “construction activity”.

Note: County Wide Bond #K08271410 for \$5 million dollars on file.

BELMONT COUNTY 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 mailing 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 Washington 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 facilities [Ohio Gathering Company Pipelines], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Ohio Gathering Company Pipelines] (hereafter collectively referred to as “Pipeline Activity”) located in Washington Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use 0.70 miles of CR-86 (Pugh Ridge Road), for the purpose of ingress to and egress from the pipeline facilities [Ohio Gathering Company Pipelines], for traffic necessary for the purpose of constructing the pipeline facilities, (hereinafter 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 for the Pipeline Activity, prior to the start of 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-86 (Pugh Ridge Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR-105 (Biles Hill Road) and ending at a point 0.70 miles to the north (0.16 miles north of TR-104 Stuky Road). It is understood and agreed that the Operator shall not utilize any of the remainder of Pugh Ridge Road (CR-86) for any of its Pipeline Activities hereunder.
2. 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 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.

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 to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline Activity, 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 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 Pipeline Activity on the Route by Operator. The amount of the bond or surety shall considered to be included in the County-Wide bond on file at the County, as described in Appendix A. 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 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.

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 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. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

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 19 _____, 2014.

Executed in duplicate on the dates set forth below.

Authority

By: Ginny Favede /s/
Commissioner

By: Mark A. Thomas /s/
Commissioner

By: Matt Coffland /s/
Commissioner

By: Fred F. Bennett /s/
County Engineer

Dated: 11-19-14

Approved as to Form:
David K. Liberati /s/ (Assistant)
County Prosecutor

Operator

By: David Ledonne /s/

Printed name: David Ledonne

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

Title: Vice President of Ohio Gathering Co., LLC

Dated: Oct. 31, 2014

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Upgrade County Roads in accordance with the attached plans and/or county standards.
- 3) Maintain County Roads during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 4) Reimburse the Authority for minor maintenance of the roads during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Pipeline Activities.
- 5) 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.

- 6) 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.
- 7) Operator has obtained a County-Wide Bond in the amount of \$5,000,000.00 (Five Million Dollars) for use of any County Road. Bond Number K08271410 is on file at the County Engineer's Office.

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.

Primary Contact:

Jeff Breen
 MarkWest Utica E.M.G./Ohio Gathering Company
 101 East Market Street
 Cadiz, OH 43907
(412) 852-1101 (cell)
jbreen@markwest.com

Secondary Contact:

Bob Crawford
 MarkWest Utica E.M.G./Ohio Gathering Company
 101 East Market Street
 Cadiz, OH 43907
(412) 337-4739
bob.crawford@markwest.com

Upon roll call the vote was as follows:

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

IN THE MATTER OF TARA SPRINGS ESTATES]
(w/PRIVATE ROAD)
UNION TWP. SEC 13, T-8, R-5

[Belmont Co. Commissioners
 [Courthouse
 [St. Clairsville, Ohio 43950
 [Date November 19, 2014

Motion made by Mr. Thomas, 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 Tara Springs Estates (with Private Road), Union Township Sec.13, T8, R5, 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: Suz Pubal, F.O., Union Township Trustees, P.O. Box 1, Morristown, OH 43759

You are hereby notified that, Wednesday, the **3rd** day of **December, 2014** at **11:45** 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: Union Township Trustees

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING LETTER RELEASING
BLUE RACER MIDSTREAM, LLC, FROM THE RUMA DATED SEPT. 3, 2014
FOR THE USE OF 0.23 MILES OF CH 68 FLUSHING NORTHEAST ROAD FOR
THE ATHENS B PIPELINE PROJECT

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the letter releasing Blue Racer Midstream, LLC, from the Road Use Maintenance Agreement (RUMA) dated September 3, 2014, for the use of 0.23 miles of CH 68 Flushing Northeast Road for the Athens B Pipeline project, based upon the recommendation of Fred Bennett, County Engineer. Blue Racer no longer needs this roadway for pipeline construction and it has been restored to the County Engineer's satisfaction.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION
AUTHORIZING AMENDMENT NO. 8 TO AN AGREEMENT OF
SUBLEASE BETWEEN OHIO DEPARTMENT OF YOUTH SERVICES
AND BELMONT COUNTY COMMISSIONERS/OAKVIEW JUVENILE RESIDENTIAL CENTER

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution authorizing the execution of Amendment No. 8 to an Agreement of Sublease between the Ohio Department of Youth Services and Belmont County Commissioners with respect to Oakview Juvenile Residential Center.

Note: Oakview Juvenile Residential has received additional capital funds for general improvements to the facility including but not limited to replacement of entire camera surveillance equipment.

RESOLUTION

The County Commissioners of the County of Belmont, Ohio met in regular session this date with the following members present:

Mr. Thomas Mr. Coffland Mrs. Favede

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

**A RESOLUTION AUTHORIZING THE EXECUTION
OF AMENDMENT NO. 8 TO AN AGREEMENT OF SUBLEASE
WITH RESPECT TO OAKVIEW JUVENILE RESIDENTIAL CENTER**

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

WHEREAS, in view of an additional appropriation for the Project for improvements of the facility, the Board and the Department wish to enter into an Amendment No. 8 to Agreement of Sublease (the "8th Amendment"), in order to amend the description of the Project contained in Exhibit A to the Sublease.

NOW, THEREFORE, BE IT RESOLVED, that two or more members of the Board are authorized and directed to execute and deliver, in the name and on behalf of County, the 8th Amendment between the Board and the Department, in substantially the form submitted to and now on file with the Board which is hereby approved, with such changes therein not inconsistent with this resolution as may be approved by such members of the Board. The approval of such changes by said members of the Board shall be conclusively evidenced by the execution of the 8th Amendment by such members of the Board; and

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

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

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

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

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

NAYES:

ABSTENTIONS:

ADOPTED this 19th day of November, 2014.

Jayne Long /s/

Clerk, Board of County Commissioners
County of Belmont, Ohio

**AMENDMENT NO. 8 TO
AGREEMENT OF SUBLEASE
between
OHIO DEPARTMENT OF YOUTH SERVICES
and the
BELMONT COUNTY, OHIO**

This AMENDMENT No. 8 TO AGREEMENT OF SUBLEASE ("Amendment"), dated as of NOVEMBER 19, 2014 between the DEPARTMENT OF YOUTH SERVICES (the "Department") and the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BEMONT, OHIO (the "Board");

WITNESSETH:

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

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

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

Section 1. Amendment and Restatement of Exhibit A. Exhibit A to the Original Sublease is hereby amended and restated in its entirety in the form of 8th Amended and Restated Exhibit A attached hereto and made a part hereof.

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

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

DEPARTMENT OF YOUTH SERVICES

By: _____
Director

BELMONT COUNTY, OHIO

By: Mark A. Thomas /s/
Commissioner

By: Matt Coffland /s/
Commissioner

By: Ginny Favede /s/
Commissioner

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

**SEVENTH AMENDED AND RESTATED
EXHIBIT A**

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

Original Project Description and Amendments One through Three

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

**Amendment No. 4
Project Renovation**

- A. Legislative Authority: Am. Sub. H.B. No. 462, CAP-812

- B. Purpose: General Improvements
- C. Cost: \$40,000.00
- D. Description: This project will make general renovations throughout the facility, to include but not limited to HVAC Repairs.

Amendment No. 5
Project Renovation

- A. Legislative Authority: Am. Sub. H.B. No. 462, CAP-812
- B. Purpose: General Improvements
- C. Cost: \$20,000.00
- D. Description: This renovation project will replace the domestic water boiler.

Amendment No. 6
Project Renovation

- A. Legislative Authority: Amended Substitute House Bill No. 482 of the 129th Ohio General Assembly; C47003
- B. Purpose: General Improvements
- C. Cost: \$126,945.00
- D. Description: General Improvements throughout the facility, to include but not limited to, Carpeting Replacements, Kitchen Equipment Replacements, Institutional Furniture Replacements, Boiler Replacement, IT Infrastructure Upgrades, Water Softener Replacement, HVAC Replacement and Sidewalk Replacements.

Amendment No. 7
Project Renovation

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

Amendment No. 8
Project Renovation

- A. Legislative Authority: Amended Substitute House Bill No. 497 of the 130th Ohio General Assembly; C47003
 - B. Purpose: General Improvements
 - C. Cost: \$300,000
 - D. Description: General improvements throughout the facility, to include but not limited to, replacement of the entire camera surveillance equipment, including DVR's and cameras.
- Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE 2014
JUVENILE ACCOUNTABILITY BLOCK GRANT APPLICATION/
BELMONT COUNTY JUVENILE COURT

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the signing and submittal of the 2014 Juvenile Accountability Block Grant application as follows:

Start date: 1/1/2015
End date: 03/31/15
JABG Funds: \$10,000.00
Cash Match 1,811.00
Total Project Budget \$11,811.00

Note: This grant will allow the purchase of ThinkPad tablets for probation officers to utilize in the field for assessments, case notes and case plans.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM PETTICORD & SON, INC.
FOR REPAINTING AND PATCHING COURT REPORTER'S OFFICE

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal dated November 13, 2014 from Petticord & Son, Inc. in the amount of \$1,295.00 for repainting and miscellaneous patching in the Court Reporter's office located on the third floor of the Courthouse.

Petticord & Son, Inc.
10 Forest Park
Wheeling, WV 26003
WV000363

Estimate

November 13, 2014

Sent by E-Mail: (ginny.favede@co.belmont.oh.us)

Re: Belmont County Commissioners Office
Attn: Ginny Favede
100 W. Main Street, Suite 202
St. Clairsville, OH 43950
Re: Belmont County Courthouse – Third Floor Court Reporter's Office

Dear Ginny:

Per your request, Petticord and Son is pleased to offer this proposal for the above referenced project for repainting the third floor Court Reporter's Office, as follows:

- The walls will receive two coats of Pro Mar 200 "Kilm Beige"
- All trim will receive two coats of Pro Classic Enamel "Devine White"
- Miscellaneous patching will be done to the walls and caulking compound applied to trim as needed.
- The furniture and flooring will be protected during the painting process.

We will do the above for the base bid of **ONE THOUSAND TWO HUNDRED NINETY FIVE DOLLARS (\$1,295.00)**.

We carry Workmen's Compensation, Liability and Property Damage Insurance and employ union labor.

If you have any questions, please call me either at (304) 233-2727 or on my cell at (304) 281-1310.

Sincerely,

Scott Petticord /s/

Scott Petticord
 President
 DATE APPROVED 11/19/14
Mark A. Thomas /s/
Matt Coffland /s/
Ginny Favede /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE NO. 175800
FROM S.A. COMUNALE, INC. TO REPLACE EIGHT (8)
DRY FIRE SPRINKLERS/BCDJFS FOX SHANNON BUILDING

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve quote number 175800 from S. A. Comunale Co., Inc., in the amount of \$1,746.00 for all labor and materials necessary to replace eight (8) dry fire sprinkler heads at the Belmont County Department of Job and Family Services/Fox-Shannon location.

S.A. Comunale Co. Inc.

Fire Protection Contractors

7011 E. Market Street – Warren, OH 44484 – Phone: (330)856-4440 – Fax: (330)856-4116

Wednesday, November 12 2014

Quote Number 175800

Attention: BOB ROTH

We thank you for the opportunity to provide this proposal for the work at your site.

Quoted To:
 BELMONT CTY HUMAN SVCS
 310 FOX-SHANNON PLACE
 ST. CLAIRSVILLE, OH 43950
 Phone: 740-699-0939

Site Location:
 BELMONT-FOX SHANNON
 310 FOX SHANNON PLACE
 ST. CLAIRSVILLE, OH 43950

Scope of work:

We will replace (8) dry pendants that are over 10 years old. Per NFPA 25 & NFPA 13, dry type fire sprinkler heads that have been in service for over 10 years must be replaced.

Quote Total: \$1,746.00

The following items are included in this quote:

- Material
- Labor
- Normal Working Hours, 7:00 AM-4:00 PM, Mon-Fri

The following items are excluded from this quote:

- Overtime, night or weekend work hours
- Painting Sprinkler pipe, valves, etc
- Alarm Wiring/Electrical Wiring

To authorize this work, please sign below and return it to my attention.

Customer Acceptance: _____

Date: _____

Special Instructions: _____

PO # _____

Quote number 175800 is valid for thirty (30) days. Please feel free to contact me if you have any questions.

Sincerely,
 samantha grimm

Cell:
 DATE APPROVED 11/19/14
Mark A. Thomas /s/
Matt Coffland /s/
Ginny Favede /s/
BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL NO. 25734
FROM H.E. NEUMANN TO REPLACE HEATER EXCHANGER
IN ROOFTOP UNIT/BELMONT COUNTY ANIMAL SHELTER

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve proposal number 25734 from H. E. Neumann in the amount of \$1,890.00 for all labor and materials necessary to replace the failed heat exchanger in the rooftop unit serving the Belmont County Animal Shelter.

PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS

Proposal Date	Proposal Number	Agreement No.
11/06/2014	25734	

BY AND BETWEEN:

H. E. Neumann
 100 Middle Creek Road
 Triadelphia, WV 26059

AND

Belmont County Animal Shelter
 45244 National Road
 St. Clairsville, Ohio 43950

hereinafter CONTRACTOR	hereinafter CUSTOMER
------------------------	----------------------

SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):
BELMONT COUNTY ANIMAL SHELTER – GROUND LEVEL

We are pleased to confirm our quotation for all labor and materials to replace the failed heat exchanger and related parts which are located in the Carrier package rooftop unit serving the animal shelter. Included in this proposal are allowances for a new Carrier OEM heat exchanger, flame retainer, exhaust gas regulator and a inducer support panel. Also included are allowances for freight charges and proper

system start-up by a Carrier factory authorized service technician. This repair would be protected by a (1) year parts and (30) days labor warranty.
 TOTAL REPAIR AMOUNT = \$1,890.00 + SALES TAX IF APPLICABLE

CONTRACTOR

John Daniel Longwell /s/

Signature (Sales Representative)

Approved For Contractor

Signature

Project Sales Manager

Name & Title

Date

Upon roll call the vote was as follows:

CUSTOMER

Mark A. Thomas /s/

Matt Coffland /s/

Ginny Favede /s/

Signature (Authorized Representative)

Mark A. Thomas

Matt Coffland

Ginny Favede

Name (Print Type)

Belmont County Commissioners

11/19/14

Date

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

IN THE MATTER OF APPROVING THE COPIER MAINTENANCE AGREEMENT WITH MOS OFFICE SYSTEMS FOR SENIOR CENTER COPIERS /SENIOR SERVICES

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the **Copier Maintenance Agreement** with MOS Office Systems on behalf of Senior Services of Belmont County for the term November 7, 2014 through November 6, 2015; minimum annual maintenance is \$200 per year for nine (9) Canon IR 1730 copiers located in the various senior centers, based upon the recommendation of David Hacker, Program Coordinator.

MOS

3153 BELMONT STREET • BELLAIRE, OHIO 43906

OFFICE SYSTEMS

PHONE: 740-676-2943 FAX: 740-676-2965

COPIER MAINTENANCE AGREEMENT					
COMPANY:	Senior Services of Belmont County	CONTACT:	David Hacker		
ADDRESS:	45240 National Rd West	TELEPHONE:	740-676-4142		
CITY:	St. Clairsville	STATE:	OH	ZIP:	43950

It is agreed that MOS is authorized to furnish Maintenance Service for your machine/s, make, model & serial numbers listed below, in order to keep them in satisfactory condition and prolong their operating efficiency.

- MOS will replace Parts, Drums, Toner and Developer, including all services calls, labor and travel.
- This maintenance agreement does not include Paper.
- Alteration or repairs performed by personnel not authorized by MOS will VOID this contract.
- Only those production models listed by serial number on the face of this agreement are covered by this agreement.
- In no event shall MOS be liable for Damage caused by God, accident, storm, fire, water, spills, negligence, misuse, and incidental, consequential or special damages arising from or by reason of this maintenance agreement.
- There will be an annual increase in maintenance per year, of no more than 5%, upon the date of renewal.
- The minimum annual maintenance is \$200.00 per year.

This agreement will become in effective on the date and copy count listed below. It is to remain in force for one year from this date and will be renewed year to year at the anniversary date. To cancel by either the Customer or the Company, it must be done with a 30 day written notice and a call to MOS.

APPROVED BY: Mark A. Thomas /s/ Matt Coffland /s/ Date: 11/19/14
Ginny Favede /s/

Canon IR 1730	Contract Term:	November 7, 2014 Thru November 6, 2015	
Centers	Serial Number	Starting Count	Rate
Barnesville Center	HGX05413	23,117	.01
Bellaire Center	HGX05295	40,856	.01
Bethesda Center	HGX05362	39,792	.01
Centerville Center	HGX05326	58,292	.01
Colerain Center	HGX05389	40,927	.01
Flushing Center	HGX05327	22,904	.01
Martins Ferry Center	HGX05282	32,529	.01
Powhatan Center	HGX05361	28,181	.01
St. Clairsville Center	HGX05406	34,306	.01

TO RENEW: PLEASE SIGN AND RETURN
 THANK YOU FOR YOUR CONTINUED BUSINESS

Upon roll call the vote was as follows:

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

IN TH MATTER OF APPROVING THE AGREEMENT AND NOTICE TO PROCEED FOR JAMES WHITE CONSTRUCTION CO. FOR THE WASTEWATER SYSTEMS IMPROVEMENTS-OHIO VALLEY MALL FORCE MAIN PROJECT/BCSSD

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Agreement and Notice to Proceed with The James White Construction Co. for the **Wastewater Systems Improvements-Ohio Valley Mall Force Main** project in the amount of \$ 622,037.00, based upon the recommendation of Jeff Vaughn, Project Engineer.

AGREEMENT

This Agreement is dated as of the 19th day of November in the year 2014, by and between the **Belmont County Commission** hereinafter called Owner, and The James White Construction Co., hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work as specified or indicated in the Contract Documents.

The work is generally described as follows:

WASTEWATER SYSTEMS IMPROVEMENTS

OHIO VALLEY MALL FORCE MAIN

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, 154 s. Marietta St., St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions and the Notice to Proceed.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One thousand dollars (\$1,000.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

ARTICLE 4 - CONTRACT PRICE

- 4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

Six hundred twenty-two thousand, thirty-seven dollars and no cents

Written

\$622,037.00

Numeric

ARTICLE 5 - PAYMENT PROCEDURES

- 5.1 Contractor shall submit Applications for Payment to the Engineer. Applications for Payment will be reviewed and processed by Engineer, submitted to the Owner for final approval prior to any payment being processed.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 6.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 6.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 6.4 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 Advertisement for Bids
7.2 This Agreement, pages 00500-1 to 00500-5, inclusive.
7.3 Ohio Guaranty Bonds, identified as exhibit 00605.
7.4 Notice of Award.
7.5 Notice to Proceed.
7.6 General Conditions, pages 1 to 62, inclusive.
7.7 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.
7.8 Specifications bearing the title:

**Belmont County Commission
Belmont County Sanitary Sewer District
Wastewater Systems Improvements
Ohio Valley Mall Force Main**

- 7.9 Drawings, consisting of sheets numbered A, B, 1 thru 19 inclusive with each sheet bearing the following general title:

**Belmont County Commission
Belmont Country Sanitary Sewer District
Wastewater Systems Improvements
Ohio Valley Mall Force Main**

- 7.10 Addenda Number 0, inclusive.
7.11 Contractor's Bid with attachments
7.12 Documentation submitted by Contractor prior to Notice of Award, pages to , inclusive.
7.13 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 8 - MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on Nov. 19, 2014.

OWNER: Belmont County Commission
BY: Mark A. Thomas /s/
BY: Matt Coffland /s/
BY: Ginny Favede /s/
(Corporate Seal)
ATTEST: Jayne Long /s/
Address for giving notices:
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

CONTRACTOR: The James White Construction Co.
BY: Michael Gianni /s/
Michael Gianni, President

(Corporate Seal)
ATTEST: Donald Gianni, Jr. /s/
Address for giving notices:
James White Construction
4156 Freedom Way
Weirton, WV 26062
Telephone No. 304-748-8181
FAX No. 304-748-8183
License No. WV000492
Agent for service of process:
Joe Tomlan
55405 New Cut Rd.
Shadyside, OH 43947

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

To: The James White Construction Co.
4156 Freedom Way
Weirton, WV 26062

NOTICE TO PROCEED
Date: November 19, 2014
Project: Wastewater Systems Improvements
Ohio Valley Mall Force Main

You are hereby notified to commence work in accordance with the Agreement dated November 19, 2014 on or before December 1, 2014, and fully complete the Work within 180 consecutive calendar days thereafter. The date of completion of all Work is therefore May 29, 2015.

Belmont County Commission Owner
By: _____

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by The James White Construction Co. this the _____ day of _____, 2014.
By: _____
Title: _____

Upon roll call the vote was as follows:

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

**9:30 David Hacker-Program Coordinator, Senior Services of Belmont County
RE: Senior Services of Belmont County End of Year Report**

David Hacker, Senior Services Program Coordinator, presented the 10 month review report to the Belmont County Commissioners along with program highlights. These included Nutrition, Center, Transportation and In Home Services. SSOBC has seen approximately a twenty percent (20%) increase in home delivered meal services and a ten percent (10%) increase in both in-home and transportations services. The number of Passport consumers being serviced by the agency has also increased. This lead to an increase of nearly \$60,000 of additional Passport receipts (non- levy funding). The Department has remained well under their originally requested appropriations. SSOBC is currently projected to finish \$150,000 to \$200,000 below budget. An electronic billing system has been implemented for cost shared reimbursement with the Ohio Department of Aging and Area Agency on Aging, Region 9 which has reduced staff time. Volunteers facilitated off hours campaigning that led to the successful passage of the SSOBC's largest local levy renewal (1.5 mill). SSOBC received no sanctions from its first AAA9 structural compliance review and was commended on workload improvements and service delivery changes. An informational webpage (www.ssobc.com) was successfully launched. The site provides information related to services and locations of events, as well as links to all "Golden Times" publications. Grant funding was secured from XTO Energy for the purchase of all new computers for the county's senior centers with little cost to the levy fund. John Carlier, SSOBC Fiscal Officer, stated the total cost for the first 10 months has increased by only .58 percent which amounts to \$23,000. Total income has increased. Cost for food supplies and overtime cost are down. By the end of summer 2015, there will be a new facility that will serve all of Belmont County senior citizens. An architect has been selected and a program design is being worked on. All board members thanked Mr. Hacker for his services and those of the Senior Services staff.

BREAK

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:00 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session at 10:00 a.m. with the Prosecutor Dan Fry and Assistant Prosecutor Dave Liberati pursuant to ORC 121.22(G) (1) Personnel Exception to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING

EXECUTIVE SESSION AT 10:27 A.M.

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

Upon roll call the vote was as follows:

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

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

OPEN PUBLIC FORUM-None.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:29 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session at 10:29 a.m. with Chris Musser, HR Generalist, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:03 A.M.**

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

Upon roll call the vote was as follows:

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

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

**RESOLUTION OF THE BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS
ESTABLISHING COMPENSATION FOR THE DIRECTOR OF THE BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following resolution:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners is the appointing authority for the Director of the Belmont County Department of Job and Family Services;

WHEREAS, the Ohio Revised Code empowers the Board to establish compensation and benefits for the Department of Job and Family Services Director;

NOW, THEREFORE, BE IT RESOLVED that the Belmont County Board of Commissioners does hereby establish the Belmont County Department of Job and Family Services Director's salary at \$110,240.00 retroactive to May 5, 2014, with future increases determined by Resolution of the Board of Commissioners;

Upon roll call the vote was as follows:

Mr. Thomas	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mrs. Favede	<u>No</u>

DISCUSSION HELD RE: DJFS DIRECTOR SALARY INCREASE – Commissioner Favede was not in favor, stating that a raise of about 20 percent will mean about \$20,000 to Mr. Gianangeli. “Some people in this county do not make \$20,000 in an entire year” she said. Mrs. Favede said she is seeking the attorney general’s opinion if it is prudent for one person to hold both positions (Director and Fiscal Officer) for the department. She noted there is also pending litigation regarding the former interim director’s services and her return to her prior position. Mr. Thomas said as far as the dual capacity, he knows of two other Ohio counties that have a similar situation where one person holds both positions as Director and Fiscal Officer. He said he doesn’t think Ohio Department of Job and Family Services would permit it if there is an issue of prudence. “This position cannot be compared to other positions within the county,” he said. “The job duties that he has undertaken since May 5, 2014, I feel warrant this increase. This agency has the largest budget in the county.” Mr. Coffland said the savings is between \$85,000 and \$95,000 by combining the jobs for Director and Fiscal. He said he feels Mr. Gianangeli is entitled to this with two job duties.

BREAK

RECONVENED AT 1:05 P.M.-PRESENT: COMMISSIONERS FAVEDE AND COFFLAND. ABSENT: COMMISSIONER THOMAS

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM PETTICORD & SON, INC.
FOR PAINTING THE COURTHOUSE 3RD FLOOR BREAK ROOM**

Motion made by Mr. Coffland, seconded by Mr. Favede to accept the proposal from Petticord & Son, Inc. in the amount of \$710.00 for labor and materials to paint the walls and trim in the third floor break room of the Belmont County Courthouse.

**Petticord & Son, Inc.
10 Forest Park
Wheeling, WV 26003
WV000363**

Estimate

November 19, 2014

Sent by E-Mail: (ginny.favede@co.belmont.oh.us)

Re: Belmont County Commissioners Office

Attn: Ginny Favede

100 W. Main Street, Suite 202

St. Clairsville, OH 43950

Re: Belmont County Courthouse – Third Floor Break Room

Dear Ginny:

Per your request, Petticord and Son is pleased to offer this proposal for the above referenced project for repainting the third floor Break Room, as follows:

The ceiling walls and trim will be painted, labor and material for the sum of **SEVEN HUNDRED TEN DOLLARS (\$710.00)**.

We carry Workmen’s Compensation, Liability and Property Damage Insurance and employ union labor.

If you have any questions, please call me either at (304) 233-2727 or on my cell at (304) 281-1310.

Sincerely,

Scott Petticord /s/

Scott Petticord

President

DATE APPROVED 11/19/14

Matt Coffland /s/

Ginny Favede /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: SENIOR SERVICES REASSIGNING DUTIES UPON DAVID HACKER'S RESIGNATION – Present for the discussion were Program Coordinator David Hacker, John Carlier, Barb Balint and Tina Burkhart.

Mr. Hacker noted he did not have authority to decide who would handle what duties, but he could make recommendations, if the board so wished. He advised he had a list of concerns he could go over. Mr. Coffland asked him to do so. He recommended Mrs. Balint to do the travel requests. Mr. Coffland agreed to that as well as having Mr. Carlier sign payroll, and time off for management to be done by the Board of Commissioners. Mrs. Favede thinks someone needs to be in charge of the people and not just divvy up duties. Mr. Coffland said he is not ready to appoint an interim director yet and he's okay with all paperwork coming to the Board of Commissioners. Mrs. Favede does not want to send the message to everyone under Senior Services management that Mr. Hacker was insignificant and that there's no need for a Director in charge. Mr. Coffland again stated he was not ready to appoint a director. He is OK with assigning duties and what cannot be handled coming here to the board. Mr. Hacker's concerns were that these duties aren't duties that any of them had any job descriptions or have been compensated to do. Mr. Coffland said he had no problem with sending everything here and let the board decide what to do. Mrs. Favede said when that was done with JFS and she was signing everything on behalf of the Director, it was a mess too. Mrs. Burkhart stated they can do the work, but they are not going to do it for free. She asked for some clarity. Mr. Coffland would like the SSOBC staff to pick up what they can handle and send the rest to the Board of Commissioners, instead of putting an interim director in. Mr. Hacker said some decisions regarding weather, meals and notifications can't wait for a Commissioners' meeting. Mr. Coffland said he understood. Mrs. Favede wants to appoint an interim director now. Commissioner Thomas joined in the discussion at this point. Mr. Thomas said as of today, it is business as usual. He advised there has never been a discussion to change the status of the organization since he got here. He said that remains the same today and any comments to the contrary are "bold face lies." It's about the seniors, period, and the seniors he has talked to this year seem happy. We will try to keep the continuity for the short term. The Board of Commissioners needs to meet and discuss long term. Mr. Thomas said a permanent director or interim director will be put in place as soon as possible. Today's meeting was to make sure we are all on the same page and to divide the duties David has been doing for the past year. It is important to stay on track and focus on doing your job.

Mrs. Burkhart spoke of the various changeovers of the senior program she has experienced and the effects on the employees. Concerns were aired over the past tumultuous history of the senior services program that were unknown to the new staff. Mrs. Balint stated she had no idea and would have never left her previous job she held for 18 years if she knew what she was getting into. She asked that if the past history cannot be left behind along with the turmoil, whomever is chosen as the new director needs to be told what they are getting into. Mr. Thomas stated, "There is always an open door here, contrary to maybe public opinion, if there are issues." He noted the source of the turmoil is a lack of communication. He concluded by saying, "You leave here today knowing that your job is there tomorrow, and it will be there on Friday and it will be there on Monday. There's no intent to change anything to take care of the seniors."

Mrs. Favede asked, "Can we entertain making a motion to advertise to replace the director?" Mr. Thomas said he thought it was going to be on the work session agenda for Monday. Mrs. Favede wanted the ad in the paper this weekend to speed it up. She is worried about all the people under the management staff. Mr. Hacker will email the Board of Commissioners his list of duties and concerns and the Board will discuss how to move forward.

RECONVENED NOVEMBER 20, 2014 AT 9:05 A.M.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:05 A.M.

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF CHRISTOPHER MUSSER, HR GENERALIST

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the resignation of Christopher Musser, HR Generalist, effective today.

Upon roll call the vote was as follows:

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

10:00 A.M. BUDGET HEARINGS

ENGINEER'S DEPARTMENT – Present were Fiscal Manager Barb Blake, Engineer Fred Bennett, Deputy Engineer Terry Lively, and Shereza O'Hara.

Mr. Bennett said he turned in his budget in June asking for more than he expects to receive. In the past in January, the Auditor tells him what he is certifying and he adjusts his figures. He reported that as of the end of October their income is 6.5% more than at the same time last year. He asked if he was to adjust his figures today. Barb Blake advised that the only thing to be looked at today is the General Fund. Mr. Bennett requested one additional employee for the back room. He had never replaced a person who retired in 2008. An extra person is needed due to the oil and gas researchers. He also would like to hire someone to help GIS Director Don Pickenpaugh. It was noted the number of real estate request that come to the Commissioners' Office that regard roads, easements, and rights-of-way. The staff is spending an inordinate amount of time on this. Mr. Bennett was asked if he were to bring someone in, would they be able to assist the board in some of these things. Mr. Bennett said yes; they have the answers in their office. Mr. Coffland said we would like to have a contact person who meets with the oil and gas people and then makes recommendations to the board. Mr. Coffland is agreeable to hiring a person for the Engineer's Department for this purpose and helping to fund them. Mr. Bennett would need to hire a Drafting Tech II position. Mr. Thomas agreed Mr. Bennett does not have enough staff. Mr. Lively felt whoever was in this position should be a surveyor as a lot of this would entail right-of-way issues and doing that type of research. It would be more of a research position than a drafting position. Mr. Bennett advised to get someone with a license, this position does not pay enough. They would cost more money, but would also be exempt from the bargaining unit. Mr. Lively was not suggesting a licensed surveyor, but someone with a strong background in that area. Ms. O'Hara asked for examples of exactly what the board is looking for. Mr. Coffland asked Mr. Bennett to come up with what it would cost financially to create this position. Mr. Bennett also asked the board to consider hiring an extra person for Don Pickenpaugh, who will probably be retiring in a couple of years.

JUVENILE COURT/PROBATE COURT/SARGUS JUVENILE CENTER - Present were Fiscal Manager Barb Blake, Judge Mark Costine, Jenn Shunk, Judy Winland, Dawn Barack and Lisa Rine.

Mrs. Shunk advised that since filing paperwork with the board, they have had significant changes in employees. Their figures need revised. \$650,000.00 is what they need for salaries. The Judge noted supplies and fuel costs usually run over budget. They may have two people retiring next year and need to budget for their vacation payouts. They have calculated a 3% raise in for their employees. Not all employees are given the same amount as raises are based on evaluations. Mr. Thomas suggested revisiting this budget with the new numbers in place. Also since there are 27 pays in 2015 and all employees are salary, they have been informed their paychecks will be less. Ms. Blake advised the board has been entertaining the possibility of allocating the departments a little more money in their supply line item so that they can purchase their own supplies. She asked if they are interested in that. Mrs. Shunk said that was fine and they do purchase a lot of their supplies in addition to what the board has provided. Their fuel line item is what goes over budget. They are out of fuel money, but they also pay for maintenance on the cars and tires out of this line item. She is probably \$6,000-\$7,000 short for this year. Mrs. Shunk advised \$650,000.00 is a fair number on their wages and \$15,000.00 is workable on their fuel/maintenance. They were asked to resubmit a revised budget.

Sargus Juvenile Center is handling the 27 pays in 2015 the same as Juvenile Court and are OK with ordering their own supplies if money given to them for that.

Note: Mr. Thomas left the budget hearings at this time.

RECORDER'S OFFICE – Present was Fiscal Manager Barb Blake, Mary Catherine Nixon.

Mrs. Nixon reported on monies received for copies made in her office. The fee for copies is set by the Ohio Revised Code at \$2.00 per page. Part of that \$2.00 charge goes to the state and part stays with the county. In January they billed \$92,000.00 for one month to several companies. This did not include what came to the counter and was paid every day. Copies are down now and last month's billing was for \$43,000.00. She requested more money for Contract Services and Salaries. She made the adjustments for the 27 pays in 2015 and advised her staff their pays would be a little lower, but they would have one extra pay.

PUBLIC DEFENDER – Present were Fiscal Manager Barb Blake, Frank Pierce, Bob Quirk and Lisa West. They have handled 189 cases more this year as of October. They are asking for an additional \$56,000.00 as they used to have four fulltime employees and are in need of an additional employee. There are seven prosecutors and only three public defenders. They have addressed the 27 pay periods for 2015 by giving their hourly staff an extra pay. Building issues and repairs needed were discussed. They asked if the board would consider moving the Flood Plain Coordinator's Office out of the building so they could utilize that space. Two attorneys are sharing an office now. The board will look into this matter. Ms. Blake advised them of the plan to provide extra money to be able to order their own supplies.

SOIL AND WATER CONSERVATION DISTRICT – Present were Fiscal Manager Barb Blake, Administrator Nick Paliswat and Board member Tim Wojchowski.

They asked that their budget be increased by \$5,000.00 and they will get a 94% match. If the Auditor puts \$10,000 in their General Fund for CAUV they will be able to increase it to \$19,000.00. Mr. Wojchowski was asked to meet with the Auditor to see if he is agreeable to this.

Mr. Coffland spoke of the new surveyor position that had been discussed with the Engineer. Mr. Wojchowski noted the Engineer gets no match from the state, but the position could run under them and they could work in conjunction with the Engineer and be paid through Soil and Water. It does not matter where this person would be housed. Mr. Coffland wants to run the by the Engineer to see if he would be interested. Mr. Wojchowski noted they do work in conjunction with the Engineer now.

Soil will pay \$8,250 for rent in a lump sum. A rental agreement needs drawn up.

RESOLUTION – ORDER TO CLOSE ROAD

Sec. 5563.01 R.C.

**IN THE MATTER OF THE VACATION OF
A PORTION OF HIGH STREET AND A PORTION
OF A 12' ALLEY IN PROPOSED LYNN ADDITION
GOSHEN TWP. SEC. 12, T-7, R-5/RD IMP 1125**

Office of County Commissioners
Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 19th day of November, 20 14, at the office of the Commissioners with the following members present:

Mrs. Favede

Mr. Thomas

Mr. Coffland

Mr. Thomas moved the adoption of the following Resolution:

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

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

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of November 5, 2014, and a copy of this resolution be forwarded to the Goshen Township Trustees.

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

November 19, 2014

Mr. Thomas _____, Yes
Mr. Coffland _____, Yes
Mrs. Favede _____, Yes

Adopted the 19th day of November, 2014.

Jayne Long /s/

Clerk, Board of County Commissioners
Belmont County, Ohio

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:48 A.M.

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 1:48 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 25th day of November, 2014.

COUNTY COMMISSIONERS

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

PRESIDENT
CLERK