

St. Clairsville, Ohio

November 26, 2013

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Courtview Justice Solutions	2014 Database Support-Public Defender/General Fund	2,148.00
A-Crystal Springs	Water-Treasurer/General Fund	20.12
A-Isaac, Wiles, Burkholder & Teetor, LLC	Misc. professional services-Commissioners/General Fund	7,555.02
A-Katherine Kelich	CTAO Treasurer's Conference/General Fund	339.88
A-Staples	Supplies-Public Defender/General Fund	508.11
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	738.60
N-Max E. Porter	Final payment/Neffs Sanitary Sewer Project Fund	1,300.00
N-Stonegate Construction	Waterline Project/EORIP Waterline Construction Project Fund	148,413.82
O-Huntington National Bank	Waterline bond payment/Bond Retire.-Waterline Ext. Project Fund	196,434.38
O-The Bank of New York	Bond payment/SSD#2 Sewer Bond Fund	154,675.00
P-MOS	Supplies/BCSSD Funds	47.90
S-BIS	Renewal contract for digital recorder/Eastern Div. Ct. Computer Fund	771.50
S-Cardmember Services	Youth activity/Oakview Juvenile Activity Fund	36.66
S-Comcast	Cable/District Detention Home Fund	74.68
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	16.03
S-Crystal Springs	Water/Western Div. Court Computer Fund	17.02
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Group Consultants Agency, Inc.	Labels/Certificate of Title Adm Fund	564.00
S-Ohio Judicial Conference	2014 Judge's Dues/Western Ct. Gen. Special Projects Fund	150.00
S-Richardson Copy Concepts, Inc.	Copier lease bill/District Detention Home Fund	295.00
S-Roto-Rooter C&T Sewer	Drains clogged/District Detention Home Fund	240.00
S-PNC Bank	Visa bill/District Detention Home Fund	1,238.61
S-Thomas Creative Apparel, Inc.	New robe/Northern Ct. General Special Projects Fund	488.00
S-TSG	Remote networking/Western Div. Ct. Computer Fund	1,469.00
S-United Bank	Armory property mortgage/Port Authority Fund	1,793.62
S-Wal-Mart Community	Supplies & Food/District Detention Home Fund	2,238.18
S-Walmart Community/GEGRB	Food & supplies/Oakview Juvenile Residential Fund	379.27
W-Pamela S. Bowman	Supplies/Prosecutor's Victim's Program Fund	79.97
Y-Prosecutor's Office	Drug Task Force Monies/Belmont Co. Drug Task Force Fund	50,000.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for November 26, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$32,178.89; \$30,000.00
A-GENERAL/AUDITOR	\$4,784.86
A-GENERAL/COMMON PLEAS	\$690.65
A-GENERAL/EMA	\$802.07
A-GENERAL/JUVENILE COURT	\$664.01
A-GENERAL/PROBATE COURT	\$638.25
A-GENERAL/911	\$28,329.39
E-911	\$1,033.95
G-Convention & Visitors Bureau	\$20,000.00
H-Job & Family, CSEA	\$732.88
H-Job & Family, Public Assistance	\$1,432.77
H-Job & Family, WIA	\$945.91
J-Real Estate Assessment	\$2,840.00
K-Engineer MVGT	\$1,776.55; \$11,051.75
M-Juvenile Ct. – Care and Custody	\$490.00
M-Juvenile Ct. – Intake Coordinator	\$58.92
M-Juvenile Ct. – Title IV-E Reimb.	\$3,661.46
P-Oakview Adm Bldg.	\$53.25
P-Sanitary Sewer District	\$1,782.09; \$1,775.25; \$12,510.00; \$35,329.12
S-Clerk of Courts Computer Fund	\$5,862.70
S-Common Pleas Court Gen. Special Projects	\$1,189.96
S-Juvenile Ct. Computer Fund	\$79.90
S-Juvenile Ct. Gen. Special Projects	\$740.00
S-Oakview Juvenile Residential Center	\$2,109.02
S-Probate Court Computer Fund	\$2,735.00
S-Probate Court General Special Projects	\$168.83
S-Senior Program	\$24,414.98
S-Western Div. Court Computer Fund	\$622.17
T-Sanitary Sewer District	\$473.78

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

TREASURER/GENERAL FUND

FROM	TO	AMOUNT
E-0141-A001-C02.002 Salaries	E-0141-A001-C03.010 Supplies	\$6,400.00
E-0141-A001-C08.000 Advertising & Printing	E-0141-A001-C03.010 Supplies	\$950.00
E-0141-A001-C11.000 Other Expenses	E-0141-A001-C03.010 Supplies	\$1,724.00

BELMONT COUNTY 911/GENERAL FUND

FROM	TO	AMOUNT
E-0056-A006-E01.002 Salaries	E-0056-A006-E12.007 Unemployment	\$ 1,636.10

SHERIFF/GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A15.007 Unemployment	\$300.00
E-0131-A006-A17.012 Cruisers	E-0131-A006-A18.000 Radios	\$5,000.00

FUND FOR THE GENERAL FUND

FROM	TO	AMOUNT
E-0256-A014-A01.000 County Buildings	E-0256-A014-A11.006 Eye Care Insurance	\$ 431.52
E-0256-A014-A01.000 County Buildings	E-0256-A014-A12.006 Dental Insurance	\$ 2,108.97
E-0256-A014-A01.000 County Buildings	E-0256-A014-A13.006 Rx Prescription Plan	\$21,436.21
E-0256-A014-A01.000 County Buildings	E-0051-A001-A50.000 Budget Stabilization	\$15,946.08

ENGINEER/MVGT FUND K00

FROM	TO	AMOUNT
E-2811-K000-K10.000 Other Expenses	E-2812-K000-K12.000 Materials	\$ 44.87
E-2812-K000-K11.002 Laborers Salaries	E-2813-K000-K25.002 Laborers Salaries Bridges	\$25,000.00
E-2812-K000-K11.002 Laborers Salaries	E-2813-K000-K30.013 Cont. Proj Bridges	\$24,000.00
E-2813-K000-K26.000 Materials	E-2812-K000-K12.000 Materials	\$ 4,624.63
E-2813-K000-K29.011 Contract Services	E-2813-K000-K30.013 Cont. Proj Bridges	\$24,800.00
E-2813-K000-K37.000 Expenses	E-2813-K000-K30.013 Cont. Proj Bridges	\$24,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUNDS

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

BELMONT COUNTY GENERAL FUND AND THE K00 MVGT-ENGINEERS FUND

FROM	TO	AMOUNT
<i>General Fund</i> E-0257-A015-A15.074 Transfers Out	<i>K00-MVGT/Engineers Fund</i> R-2810-K000-K18.574 Transfers In	\$13,897.50

(CORSA reimbursement for totaled dump truck)

BCDJFS/WORKFORCE DEV. FUND H05 AND THE WORKER'S COMP HOLDING ACCOUNT FUND Y89

FROM	TO	AMOUNT
E-2600-H005-H11.000 WIA-Flood Expenses	R-9899-Y089-Y04.574 Holding Account	\$5,197.58

BELMONT CO. SHERIFF/VARIOUS FUNDS

FROM	TO	AMOUNT
E-5100-S000-S01.010 Supplies	E-0131-A006-A03.002 Salaries-Jail	\$8,120.64
E-5100-S000-S01.010 Supplies	E-0131-A006-A13.003 PERS/SPRS	\$1,469.84
E-5100-S000-S01.010 Supplies	E-9891-Y091-Y01.006 Hosp Ins	\$3,514.05
E-5100-S000-S01.010 Supplies	E-0256-A014-A14.004 Work Comp	\$324.83

BELMONT COUNTY SHERIFF/DOMESTIC VIOLENCE GRANT T08 AND SHERIFF/Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries	\$6,347.88
E-5105-T008-T02.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$1,148.97
E-5105-T008-T03.006 Health Insurance	E-9891-Y091-Y01.006 Health Insurance	\$2,635.54
E-5105-T008-T04.004 Workers Comp	E-0256-A014-A14.004 Workers Comp	\$253.91
E-5105-T008-T05.005 Medicare	E-0256-A014-A07.005 Medicare	\$63.48

BELMONT CO. SSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfers Out	R-3701-P003-P15.574 Transfers In	\$554.53
E-3711-T010-T04.074 WSGDF Transfers Out	R-3702-P005-P15.574 Transfers In	\$468.35
E-3711-T010-T04.074 WSGDF Transfers Out	R-3704-P051-P08.574 Transfers In	\$184.95
E-3711-T010-T04.074 WSGDF Transfers Out	R-3705-P053-P08.574 Transfers In	\$ 67.25
E-3711-T010-T04.074 WSGDF Transfers Out	R-3706-P055-P08.574 Transfers In	\$81.25

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****SEPTEMBER 4, 2013****

BELMONT CO. SSD/WWS #3 REVENUE FUND P05

E-3702-P005-P34.074	Transfers Out	\$ 26,500.00
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E-3702-P005-P17.002 Salaries \$ 98,500.00

****OCTOBER 23, 2013 AND NOVEMBER 26, 2013****

BELMONT COUNTY SSD/#2 SEWER BOND FOX SHANNON SEWER UPGRADE FUND O06

E-9203-O006-O02.050 Principal \$ 125,000.00

E-9203-O006-O04.051 Interest \$ 29,924.34

BELMONT COUNTY SSD/BOND RETIREMENT WATERLINE EXT. PROJ. FUND O09

E-9206-O009-O01.050 Principal \$ 120,000.00

E-9206-O009-O02.051 Interest \$ 76,962.87

NOVEMBER 26, 2013**

THE GENERAL FUND

E-0160-A009-D11.000 Expense of Donated Money \$50.00

E-0257-A015-A15.074 Transfers-Out \$13,897.50

CORSA reimbursement for Engineer's (total) dump truck, less deductible and salvage. Will be transferred to the MVGT fund.

BELMONT COUNTY 911/WIRELESS FUND E11

E-2301-E011-E01.011 Contract-Services \$ 8,317.39

BELMONT SOIL AND WATER CONSERVATION FUND L01

E-1810-L001-L01.002 Salaries \$ 5,000.00

E-1810-L001-L02.010 Supplies \$ 1,000.00

E-1810-L001-L03.012 Equipment \$ 2,000.00

E-1810-L001-L05.011 Contract-Services \$ 2,000.00

E-1810-L001-L11.003 PERS \$ 4,000.00

E-1810-L001-L14.000 Other Expenses \$ 936.00

BELMONT CO. SSD/SSD #1 REVENUE FUND P51

E-3704-P051-P01.002 Salaries \$ 90,000.00

BELMONT CO. SSD/SSD #3A REVENUE PENWOOD FUND P55

E-3706-P055-P13.003 PERS \$ 2,600.00

E-3706-P055-P01.002 Salaries \$ 6,200.00

E-3706-P055-P15.000 Other Expenses \$ 1,200.00

BELMONT HARRISON JUVENILE DISTRICT/DETENTION HOME FUND S33

E-0910-S033-S33.002 Salaries \$ 45,000.00

E-0910-S033-S44.003 PERS/STRS \$ 8,000.00

E-0910-S033-S50.005 Medicare \$ 1,000.00

E-0910-S033-S40.000 Medical \$ 1,000.00

E-0910-S033-S43.000 Travel & Training \$ 1,000.00

BELMONT CO. SHERIFF/DOMESTIC VIOLENCE GRANT FUND T08

E-5105-T008-T01.002 Salaries \$ 6,347.88

E-5105-T008-T02.003 PERS/SPRS \$ 1,148.97

E-5105-T008-T03.006 Health Insurance \$ 2,635.54

E-5105-T008-T04.004 Workers Comp \$ 253.91

E-5105-T008-T08.005 Medicare \$ 63.48

BELMONT CO. PROSECUTOR/VICTIM'S ASSISTANCE FUND W80

E-1511-W080-P01.002 Salary \$ 1,339.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 26, 2013:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

Recorders

E-0121-A006-B06.000 14,239.20

E-0121-A006-B07.000 1,141.86

E-0121-A006-B03.010 5,089.07

E-0121-A006-B06.011 18,497.02

Auditors

E-0011-A001-B04.012 1,506.07

E-0011-A001-B08.000 1,946.32

E-0011-A001-B11.000 66,342.85

J00-Special Revenue Fund

E-1310-J000-J03.011 46,801.13

E-1310-J000-J06.000 11,805.29

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to execute payment of Then and Now Certification dated November 26, 2013 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. Probst	Yes
Mr. Coffland	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Lisa Fijalkowski to travel to Cambridge, OH, on Dec. 3, 2013, to attend OJFSDA Meeting on Modernization of Canton District. Estimated expenses: \$58.33

SENIOR SERVICES – Shirley Jo Case and Duane Kesterson to travel to Wheeling, WV, on Dec. 17, 2013, to facilitate a senior center outing. Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Richard Hord inquired as to the plans for the former Hab Center and if consideration is still being given to tearing it down to build new administrative offices for the Senior Services program. Mrs. Favede responded that was one of two sets of potential plans being looked into; one being tearing the Hab Center down and building, and the second was building onto the property in front of the existing Oakview Building. She said at this point that might be a more lucrative decision as that is a large area with potential for growth. Mr. Hord also asked what the plans were for the Courthouse Annex building on Rt. 331 and if there were plans to tear it down. Mrs. Favede stated it is vacant and has been condemned. It would be very expensive to tear it down and there are no plans at this time to do that. The board looked into gifting it to Belmont College for renovation to be used for their Preservation Department, but it is so cost prohibitive.

IN THE MATTER OF CHANGING THE TIME OF THE REGULAR BOARD MEETING OF DECEMBER 11, 2013

Motion made by Mrs. Favede, seconded by Mr. Coffland to convene the Board’s regular meeting of Wednesday, December 11, 2013, at 9:00 a.m. instead of 10:00 a.m. and to notify media of the same

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION FOR THE VACATION OF ALLEYS LOCATED IN SOMERSET TOWNSHIP/RD IMP 1120

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the following Public Road Petition for “the vacation of alleys in Boston located in Somerset Township, Section 20, Township 7, Range 6, and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1120 in accordance with Ohio Revised Code Section 5553.04.

PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04

Belmont County, Ohio

November 19, 2013

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of alleys in Boston located in Somerset Township Section 20, T-7, R-6 and recorded in Deed Volume R Page 357

a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

The portions of North Alley, Cherry Alley and Chestnut Street that are north of Bristol Street (T-728) and east of Main Street (County Road 128).

PUBLIC ROAD PETITION

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
Thomas J. Miller /s/	34562 Rock River Rd
Thomas J. Miler	Jerusalem, Ohio 43747
Kathleen M. Miller /s/	34562 Rock River Rd
Kathleen M. Miller	Jerusalem, Ohio 43747
Donald E. Carpenter /s/	32565 Beaver Rd.
Donald E. Carpenter	Barnesville, Ohio 43713
Carol F. Carpenter /s/	32565 Beaver Rd.
Carol F. Carpenter	Barnesville, OH 43713
Stacy A. Winters /s/	32595 Leatherwood Pike
Stacy A. Winters	Barnesville, Oh. 43713
Michelle L. Winters /s/	32595 Leatherwood Pike
Michelle L. Winters	Barnesville, OH 43713
Martha Stephen /s/	54240 Vine Alley
Martha Stephen /s/	Jerusalem, Ohio 43747
Robert L. Stephen	54240 Vine Alley
Robert L. Stephen /s/	Jerusalem, OH 43747
Edward A. Miller /s/	53763 Boston Road
Edward A. Miller	Jerusalem, Ohio 43747
John W. Clift /s/	43077 Bristol St. Boston
John W. Clift	Barnesville, Ohio 43713
Sheryl Clift /s/	43077 Bristol St.-Boston
Sheryl Clift	Barnesville, OH. 43713
Wesley Miller /s/	36384 Rock River Rd.
Wesley Miller	Barnesville, OH 43713
George E. Chappell /s/	53491 Boston Rd.
George E. Chappell	Jerusalem, OH 43747
George Robert Chappell /s/	54244 Boston Rd.
George Robert Chappell	Jerusalem, OH 43747
Francis Miller /s/	36381 Rock River Rd.
Francis Miller	Barnesville, Ohio 43713
Richard Miller /s/	36381 Rock River Rd.

Richard Miller Barnesville, Ohio 43713
Bruce Carpenter /s/ 62695 Oak Lane
Bruce Carpenter Barnesville, Ohio 43713

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
ALLEYS IN BOSTON LOCATED IN
SOMERSET TOWNSHIP
SEC. 20, T-7, R-6/RD IMP 1120**

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

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1120**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 26th day of November, 2013 at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Probst

Mrs. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate alleys in Boston located in Somerset Township Section 20, T-7, R-6 and recorded in Deed Volume R Page 357 in the office of the Belmont County Recorder.

RESOLVED, That the 8th day of January, 2014 at 1:30 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 15th day of January, 2014, at 10:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted November 26, 2013

Jayne Long /s/
Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec. 5553.05**

ROAD IMP. # 1120

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of alleys in Boston located in Somerset Township Section 20, T-7, R-6 and recorded in Deed Volume R Page 357, Somerset Township, Belmont County, Ohio, a public road, the general route and termini of which Road are as follows:

The portions of North Alley, Cherry Alley and Chestnut Street that are north of Bristol Street (T-728) and east of Main Street (County Road 128).

Said Board of County Commissioners has fixed the 8th day of January, 2014, at 1:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 15th day of January, 2014, at 10:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

Jayne Long /s/
Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays, December 10, 2013 and December 17, 2013

**IN THE MATTER OF ENTERING A ROADWAY USE AND
MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND
INFRASTRUCTURE WITH RICE DRILLING D, LLC**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Rice Drilling D, LLC for the use of 0.5 miles of Watertower Road (TR-202) for the purpose of ingress and egress for drilling activity at the Blue Thunder Well Pad.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Rice Drilling D, LLC, whose address is 171 Hillpointe Drive, Suite 301, Canonsburg, Pennsylvania 15317, Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Blue Thunder Well Pad, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Blue Thunder Well Pad (hereafter collectively referred to as "oil and gas development site") located in Smith Township, in Belmont County, Ohio; and **WHEREAS**, Operator intends to commence use of 0.5 miles of Watertower Road (TR-202 including the county bridge (BEL-SMI-TO212-0003) and _____ miles of (_____) for the purpose of ingress to and egress from the Blue Thunder Well Pad, for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Blue Thunder Well Pad (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. ~~The portion of CR County BEL-T0202-0003 Bridge, to be utilized by Operator hereunder, is located near the intersection of that exclusive portion beginning at Ohio State Highway 149 and TR-202 (Watertower Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR/TR (Watertower Road) for any of its Drilling Activities hereunder.~~

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

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

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

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

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of N/A & 00/100 DOLLARS (\$ N/A .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.

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

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

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

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

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

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

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

- 14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
- 15. Agreement shall be governed by the laws of the State of Ohio.
- 16. This Agreement shall be in effect on November 26, 2013.
Executed in duplicate on the dates set forth below.

Authority

By: Ginny Favede /s/
Commissioner/Trustee

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

By: Matt Coffland /s/
Commissioner/Trustee

By: Fred F. Bennett /s/
County Engineer

Dated: 11/26/13

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

Operator

By: Joseph C. Mallow /s/

Printed name: Joseph C. Mallow

Company Name: Rice Drilling D, LLC

Title: Director of Site Engineering & Regulatory Compliance

Dated: 11/26/13

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Replace county bridge (BEL-SMI-T0202-0003) in order to gain access to the well pad for drilling and completion operations.
- 3) Upgrade county bridge (BEL-SMI-T0202-0003) during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 4) Reimburse the Authority for minor maintenance of the bridge during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Drilling Activities.
- 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.

Authority shall:

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE PROJECTS AND INFRASTRUCTURE WITH BLUE RACER MIDSTREAM, LLC

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Pipeline Projects and Infrastructure** with Blue Racer Midstream, LLC for the use of 1.79 miles of CR-56 (Vineyard Road) for the purpose of ingress and egress for pipeline activity at Richland A pipeline facilities.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE 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 Blue Racer Midstream, LLC, whose address is 5949 Sherry Lane, Suite 1300, Dallas, Texas 75225 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain right of way and field agreements, and intends to construct, operate, and maintain certain facilities [Richland A], including pipeline and appurtenant equipment, facilities, impoundments, and pipelines necessary for the operation of the [Richland A] located in Richland Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.79 miles of CR-56 (Vineyard Road) for the purpose of ingress to and egress from the pipeline facilities [Richland A], for traffic necessary for the purpose of constructing the pipeline and 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 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-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 the start of and 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-56 (Vineyard Road), to be utilized by Operator hereunder, is that exclusive portion beginning at US 40 and ending at a point 1.79 miles to the North/Northeast. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-856(Vineyard Road) 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, 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 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:

- d. 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.
- e. 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.
- f. 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 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 foregoing 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 26, 2013.

Executed in duplicate on the dates set forth below.

<p>Authority</p> <p>By: <u>Matt Coffland /s/</u> Commissioner/Trustee</p> <p>By: <u>Ginny Favede /s/</u> Commissioner/Trustee</p> <p>By: <u>Charles R. Probst, Jr. /s/</u> Commissioner/Trustee</p> <p>By: <u>Fred F. Bennett /s/</u> County Engineer</p> <p>Dated: <u>11/26/13</u></p>	<p>Operator</p> <p>By: <u>Mark Jordan /s/</u></p> <p>Printed name: <u>Mark Jordan</u></p> <p>Company Name: <u>Blue Racer Midstream, LLC</u></p> <p>Title: <u>Director- Rights of Way</u></p> <p>Dated: <u>11/26/13</u></p>
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Approved as to Form:
David K. Liberati /s/ Assistant
County Prosecutor

Appendix A

Operator shall:

- 7) Provide for videotaping of the road prior to Pipeline Activity.
- 8) Maintain County Roads during Pipeline Activities for those damages caused by said Pipeline Activities.
- 9) Reimburse the Authority for minor maintenance of the road during the hauling period (or provide for a contractor to perform minor maintenance on 24 hour notice) for damages caused by Operator's Pipeline Activities.
- 10) 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.
- 11) 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.
- 12) Operator has obtained a County-Wide Bond in the amount of \$1,500,000 for the use of any County Road. Bond Number 238281 is on file at the County Engineer's office.

Authority shall:

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

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

IN THE MATTER OF APPROVING AND SIGNING AMENDMENT TO AGREEMENTS BETWEEN THE VILLAGE OF BRIDGEPORT WATER DEPT. AND SANITARY SEWER DISTRICT NO. 1/BCSSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the amendment to the Agreement dated February 21, 1956 and amended previously on January 19, 2010, between the Village of Bridgeport Water Department and Sanitary Sewer District No. 1, to set the water rate at \$2.50 per thousand gallons as of November 1, 2013.

AMENDMENT TO AGREEMENT

WHEREAS, the Village of Bridgeport Water Department, now governed by the Board of Trustees of Public Affairs, a political subdivision, of Belmont County, State of Ohio, hereinafter referred to as Belmont County, Ohio a political subdivision of Belmont County, State of Ohio, hereinafter referred to as "District" to furnish water to the district and inhabitants therein; and the terms of this agreement in December of 2008; and An amendment in January of 2010; and

WHEREAS, the parties now wish to again amend a certain provisions of the original agreement and to extend the terms of this Agreement therefore:

IT IS NOW MUTUALLY AGREED BY AND BETWEEN THE BRIDGEPORT WATER DEPARTMENT, BOARD OF TRUSTEES OF PUBLIC AFFAIRS AND THE SANITARY SEWER DISTRICT NO. 1 OF BELMONT COUTNY, OHIO AS FOLLOWS: All of the terms and conditions of the previous Agreement dated February 21, 1956 and the amendment dated January 19th 2010 between the parties shall remain in full force and effect with the following

ITEM ONE, SECTION A. shall now read as follows:

- 1. Subject to the provisions herein set forth, the District, shall pay for the water use by in accordance with the following schedule:
 - a. The rate of water shall be set a \$2.50 per thousand gallons, as of November 1, 2013.

This Agreement is executed by the Bridgeport Water Department, Board of Trustees, of Public Affairs, Bridgeport, Ohio, duly adopted at a regular meeting of the Board of Trustees of Public affairs, on October 8, 2013, and is likewise agreed upon by the Sanitary Sewer District No. 1, and the Belmont County Commissioners.

Board of Trustees of Public Affairs
Patrick Nolan /s/
Everett Schramm /s/
William Liberatore /s/

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

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE ANNUAL COPIER MAINTENANCE AGREEMENS WITH MOS OFFICE SYSTEMS/SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the annual copier maintenance agreements with MOS Office Systems on behalf of Senior Services of Belmont County for twelve copiers located at the Oakview Building and senior centers, effective November 20, 2013 through November 19, 2014; minimum annual maintenance per machine is \$200.00.

Note: These are not new contracts. This just re-establishes the contracts already in existence due to the transfer of Senior Services.

MOS

3153 BELMONT STREET BELLAIRE, OHIO 43906

OFFICE SYSTEMS

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

SHARP COPIER MAINTENANCE AGREEMENT			
COMPANY:	Senior Services of Belmont County	CONTACT:	David Hacker
ADDRESS:	45240 National Rd.	TELEPHONE:	740-695-4142
CITY:	St. Clairsville	STATE: OH	ZIP: 43950

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

- 1. MOS will replace Parts, Drums, Toner and Developer, including all services calls, labor and travel.
- 2. This maintenance agreement does not include Paper.
- 3. Alteration or repairs performed by personnel not authorized by MOS will VOID this contract.
- 4. Only those production models listed by serial number on the face of this agreement are covered by this agreement.
- 5. 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.
- 6. There will be an annual increase in maintenance per year, of no more than 5%, upon the date of renewal.
- 7. The minimum annual maintenance is \$200.00

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: Ginny Favede /s/
Matt Coffland /s/
Charles R. Probst /s/

Date: 11/26/13

Contract Term:	November 20, 2013 Thru November 19, 2014				
MAKE & MODEL:	Sharp MX-2600N	Serial Number:	95033675		
Black & White:	270,499	.008	Color	270,437	.06

MAKE & MODEL:	Sharp MX-3110N	Serial Number:	25139153		
Black & White:	18,027	.012	Color	27,844	.06
MAKE & MODEL:	Canon IR3225	Serial Number:	21DFH30893	171,948	.01

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

APPROVED AS TO FORM:
David K. Liberati /s/
 PROSECUTING ATTORNEY

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.	TELEPHONE:	740-695-4142		
CITY:	St. Clairsville	STATE:	OH	ZIP:	43950

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

1. MOS will replace Parts, Drums, Toner and Developer, including all services calls, labor and travel.
2. This maintenance agreement does not include Paper.
3. Alteration or repairs performed by personnel not authorized by MOS will VOID this contract.
4. Only those production models listed by serial number on the face of this agreement are covered by this agreement.
5. 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.
6. There will be an annual increase in maintenance per year, of no more than 5%, upon the date of renewal.
7. The minimum annual maintenance is \$200.00

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: Ginny Favede /s/ Matt Coffland /s/ Date: 11/26/13
Charles R. Probst /s/

Canon IR 1730	Contract Term:	November 18, 2013 Thru November 17, 2014		
Centers	Serial Number	Starting Count	Rate	
Barnesville Center	HGX05413	15,123	.01	
Bellaire Center	HGX05295	24,553	.01	
Bethesda Center	HGX05362	24,582	.01	
Centerville Center	HGX05326	29,815	.01	
Colerain Center	HGX05389	29,191	.01	
Flushing Center	HGX05327	17,030	.01	
Martins Ferry Center	HGX05282	20,891	.01	
Powhatan Center	HGX05361	18,022	.01	
St. Clairsville Center	HGX05406	22,345	.01	

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

APPROVED AS TO FORM:
David K. Liberati /s/
 PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS WITH H.E. NEUMANN FOR THE BCDJFS MARTINS FERRY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Project Agreement for Building Environmental Systems with H.E. Neumann in the amount of \$5,456.00 for all labor and materials to replace the failed Heat Transfer Products boiler at the Martins Ferry Department of Job & Family Services Connections building.

Note: The boiler itself is covered under warranty.

**H.E. Neumann
 PROJECT AGREEMENT FOR BUILDING ENVIRONMENTAL SYSTEMS**

Proposal Date	Proposal Number	Agreement No.
11/18/2013	94792	

BY AND BETWEEN:

H. E. Neumann 100 Middle Creek Road Triadelphia, WV 26059	AND	Belmont County 101 West Main Street St. Clairsville, Ohio 43950
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hereinafter CONTRACTOR	hereinafter CUSTOMER
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SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):

Jobs & Family Services- Martins Ferry

We are pleased to confirm our quotation for all labor and materials to replace the failed Heat Transfer Products high efficiency boiler which serves Jobs & Family Services, Martins Ferry. The existing boiler has a failed heat exchanger, is a 2007 model, and is still under factory warranty. Heat Transfer Products

does not manufacture a replacement heat exchanger so they are replacing the old boiler with a new model for no charge. Boiler replacement is not covered under warranty. Included in this quotation are allowances for boiler shipping charges, all hot water supply & return piping revisions, all flue piping revisions and all high and low voltage wiring revisions including a new Vision III adapter kit to allow proper communication between the old series boiler and the new Also included in this quotation are allowances for boiler permit application fees and proper system start-up and testing by our service technicians. This installation would be protected by a (1) year workmanship warranty and the remaining balance of the original 7 year heat exchanger warranty.
TOTAL INSTALLATION AMOUNT = \$5,456.00

As a condition of performance, payments are to be made on a progress basis. Invoice payment must be made within (10) days of receipt. Any alteration or deviation from the above proposal involving extra cost of material or labor will become an extra charge over the sum stated above. This proposal will become a binding Agreement only after acceptance by Customer and approved by an officer of Contractor as evidenced by their signatures below. This agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

CONTRACTOR

CUSTOMER

Approved For Contractor

John D. Longwell /s/
 Project Sales Manager
 Name & Title
12/9/13
 Date

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

Belmont County Commissioners
 Title
11/26/13
 Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE ADDENDUM TO THE SUBGRANT AGREEMENT WIF-PY12-1204 BETWEEN WORKFORCE INITIATIVE ASSOCIATION AND OHIO AREA 16 WORKFORCE BOARD-ADMINISTRATIVE ENTITY JEFFERSON COUNTY CAC

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the addendum to the Subgrant Agreement WIF-PY12-1204 effective July 1, 2012 through June 30, 2015 between the Workforce Initiative Association (Grantee) and Ohio Area 16 Workforce Board-Administrative Entity Jefferson County CAC (Subgrantee) to increase the total contract amount from \$794,425.00 to \$ 844,425.00.

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

CONTRACT #: WIF-PY12-1204

SUBGRANT ADDENDUM

DATED: 10/21/13

This Addendum modifies the Subgrant entered into between the Workforce Initiative Association (hereinafter referred to as GRANTEE) and Ohio Area 16 Workforce Board-Administrative Entity Jefferson County CAC (hereinafter referred to as SUBGRANTEE) regarding the Ohio Business Resource Network Expansion Grant.

This modification will take effect as of the date signed by GRANTEE.

All terms and conditions of the original contract remain in force.

The contract shall be modified as follows, with the changes highlighted in bold.

- I. Article I. Section B is amended to read "Both parties agree that the total cost to SUBGRANTEE's performance of this agreement shall not exceed **\$844,425** unless stipulated through an extended modification to this Addendum.

Current Contract Amount:	\$794,425
<u>Additional Amount:</u>	<u>\$ 50,000</u>
New Total Contract Amount:	\$844,425

WITNESSETH:

IN WITNESS WHEREOF, the parties hereto have signed this acknowledgement.

GRANTEE:

By Alice Stephens /s/ 10/21/13
 Alice Stephens, Executive Director Date Signed
 Workforce Initiative Association

SUBGRANTEE:

By Dean Holtsclaw /s/ 10/29/13
 Dean Holtsclaw, WIB Chair Date Signed

By Dr. Thomas Graham /s/ 10-24-13
 Dr. Thomas Graham, COG Chair Date Signed

By Lisa Fijalkowski /s/ 11/18/13
 Lisa Fijalkowski, Acting Director Date Signed
 Belmont County Job & Family Services

By Ginny Favede /s/ 11/26/13
 Ginny Favede, Commissioner Date Signed
 Belmont County

By Matt Coffland /s/ 11/26/13
 Matt Coffland, Commissioner Date Signed
 Belmont County

By Charles R. Probst, Jr. /s/ 11/26/13
 Charles Probst, Commissioner Date Signed
 Belmont County

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO THE BELMONT CO. ENHANCED 9-1-1 BOARD

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following reappointments to the Belmont County Enhanced 9-1-1 Board effective January 1, 2014 through December 31, 2017:

- Greg Bizzarri, Township Trustees and Fiscal Officer Association
- Sue Pelkowski, Belmont County Mayor’s Association
- Jack Regis Jr., Fire Chief
- Glenn Moore, Law Enforcement
- Patricia Phillips, Emergency Medical Service

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE 2013 JUVENILE ACCOUNTABILITY BLOCK GRANT APPLICATION FOR SECURITY, TRAINING AND UPDATES AND REPAIRS TO THE VIDEO COURT AREA/SARGUS JUVENILE CENTER

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the signing and submittal of the 2013 Juvenile Accountability Block Grant application for upgraded camera system, Guard Tour Kit for security checks, assault prevention training, and updates and repairs to the video court area on behalf of Belmont Harrison Juvenile District as follows:

- Start date: 1/1/2014
- End date: 12/31/14
- JABG Funds: \$10,000.00
- Cash Match 1,111.11
- Total Project Budget \$11,111.11

Note: The Cash Match will come from the General Fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ALLOCATION TO BELMONT COUNTY FIRE & SQUAD OFFICERS RE: ODNR 2013 VOLUNTEER FIRE ASSISTANCE GRANT

Motion made by Mrs. Favede, seconded by Mr. Coffland to grant the request of the Belmont County Fire & Squad Officers Association for the allocation of \$8,826.00 to purchase multi-community fire equipment; this project will benefit all fire departments in the county. 50% will be repaid to the county through the ODNR 2013 Volunteer Fire Assistance Grant.

Note: This is a 50/50 matching reimbursement grant. Fire Departments must purchase the equipment prior to receiving reimbursement for 50% of the project.

Upon roll call the vote was as follows:

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

**10:15 a.m. David Hacker, Senior Services Program Coordinator, and Lisa Fijalkowski, BCDJFS Interim Director
Re: TRIPS Program**

Mr. Hacker and Ms. Fijalkowski came before the board to propose and discuss a continuation of a program created in 2009 that coordinates a transportation plan, which opened up the availability to apply for ODOT grants for vehicles for coordination of transportation services, for software for those services, and salary coverings for those coordination of services. That plan is in existence and has to be updated within 5 years annually or that plan expires and closes the door to access some of those ODOT grants. In conjunction with updating that coordination plan, they are hopeful and are proposing that we look to move to the third phase of completion of a coordinated transportation plan for our county, which would be known as Belmont County TRIPS. (Transportation Resources and Individualized Planning Services.) Mr. Hacker advised other counties in Ohio already execute similar programs. The sister county that they have been working with both on the DJFS side and the Senior Services side is Union County. They have a Senior Services Department similar to ours. It is a county-established agency. They have a County Board of Developmental Disabilities and a DJFS. Those three organizations right now are the three that participate at the highest level with their coordinated transportation plan and those are the three that engaged at the beginning of that coordinated plan. Other organizations are eligible such as Veterans Services and the court systems. This also allows for more fluid access to federal dollars, which is more related to some of the DJFS programs that they operate. It also expands the service area for all of the agencies. Mr. Hacker is looking follow the structure of Union County’s program. This would have Belmont Co. TRIPS exist separately of any other agency, which allows that organization to engage with MOU’s and eligible programs among the agencies as they deem.

Ms. Fijalkowski advised the funding is mainly from federal dollars. Each agency will be able to participate and will be responsible for doing all the eligibility requirements. The TRIPS department would only be giving the rides. A referral process will still be in place. Transportation requests could be medical, to work sites and job sites, and to employment, and other types of appointments that the agencies would have that DJFS would require someone to be at their office or an appointment in court. All of those things are still on the table as to what kind of transportation needs from each department. She noted one of the benefits would be that they could concentrate on their services and TRIPS would be responsible for getting the people there and getting them there on time. This will eliminate a lot of excuses of not having a ride. If this is approved, they would like to start the program next week. This program is not for the general public. It is only for those that qualify for services.

Mrs. Favede noted this will help people get to and from their employment if they don’t have a car, improving employment opportunities. Mr. Coffland asked if this will help fill in the gap that was lost from MedNet when the senior program was moved from DJFS. Mr. Hacker said it should surpass it. Mr. Probst said it will be a greater benefit than what was under the previous DJFS Senior Program transportation program. He said it was a much needed program for our residents. He noted the need to expand the Veterans transportation program. Mr. Hacker stated any inter-county agency can participate, if they have the means to.

**IN THE MATTER OF ESTABLISHING A NEW DEPARTMENT
UNDER THE COMMISSIONERS TO PROVIDE COORDINATED COUNTY TRANSPORTATION SERVICES/TRIPS**

WHEREAS, The Belmont County Board of Commissioners ("Commissioners") is authorized under 307.85 and other applicable law, the board of county commissioners of any county may participate in, give financial assistance to, and cooperate with other agencies or organizations, either private or governmental, in establishing and operating any federal program enacted by the congress of the United States, or with any such agency or organization that is receiving federal funds pursuant to a federal program, and for such purpose may adopt any procedures and take any action not prohibited by the constitution of Ohio nor in conflict with the laws of this state.

NOW THEREFORE BE IT RESOLVED that on November 26, 2013, the Belmont County Commissioners shall establish and create a Belmont County Agency responsible for exercising the powers and duties of providing, overseeing, and acquiring approved coordinated transportation services for eligible individuals, including program, financial, and administrative facilitation of such services.

BE IT FURTHER RESOLVED THAT , the Board of Commissioners authorize the Board President to sign and submit an application to the Ohio Secretary of State to establish a Belmont County Agency doing business as (d/b/a) Belmont County TRIPS (Transportation Resources and Individualized Planning Services) for rendering coordinated transportation services.

BE IT FURTHER RESOLOVED THAT, the Board of Commissioners appoint DAVID HACKER to serve as the Director of Belmont County TRIPS program facilitation.

BE IT FURTHER RESOLVED that TRIPS (on behalf of the Commissioners) and the Belmont County Department of Job and Family Services ("BCDJFS"), and their respective staffs are authorized to draft policies and procedures; enter into discussions with each other and with other public and private agencies regarding coordinated transportation services; seek state, federal, and other monies to support coordinated transportation within applicable federal and state laws and regulations; and do other things; all for the purposes set forth in this Resolution and inferred herein and subject to the Commissioners final review and control; and to use the Clerk and the Commissioners' other advisors to assist in the foregoing. BCDJFS may continue to provide transportation under existing programs in accordance with applicable laws and regulations.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the foregoing resolution and upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:40 A.M.**

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

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPOINTING GLENN GRAY
AS A PART-TIME DELIVERY WORKER (DRIVER)/SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland,

to appoint the following person(s) to the following non-temporary senior services position(s) per R.C. 124.30(A)(1) and/or other applicable statute(s) or labor contract in consideration of the need to ensure uninterrupted services to senior citizens of Belmont County that rely on the services of Senior Services of Belmont County:

Glenn Gray to a part-time position in the classification of Delivery Worker (Driver), effective December 4, 2013 at the rate of nine dollars (\$9.00) per hour.

Upon roll call the vote was as follows:

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

DISCUSSION – Mr. Coffland wanted it noted this is to replace a driver at the Barnesville Senior Center.

DISCUSSION RE: BELMONT COUNTY AUDITOR ANDY SUTAK – Mr. Sutak received the Ohio Auditor of State Award With Distinction. It was presented for excellence in financial reporting for his comprehensive annual financial report for the fiscal year ending 2012. The award stated, "Your exemplary reporting services as the standard for clean accountable government representing the highest level of service to Ohioans." This was present to Mr. Sutak from Dave Yost, Auditor of State. The board congratulated Mr. Sutak on this award. Mr. Sutak thanked the board and said it was due to hard work and he credited his employees with their contributions to the county. He noted this award helps with infrastructure borrowing and keeps us with a good rating and interest rates down. He added it is going to get much more technical with the way our county is moving into the future with much new infrastructure. Mrs. Favede said Mr. Sutak has filled the shoes of former Auditor Joseph Pappano very well. She is sure Mr. & Mrs. Pappano are very proud of him as is the Board of Commissioners.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:50 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:05 A.M.**

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, ACTION WILL BE TAKEN UPON COMPLETION OF THE NECESSARY PAPERWORK.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:05 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Lisa Fijalkowski, Interim Director, Belmont County Department of Job & Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:35 A.M.**

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

Upon roll call the vote was as follow:

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

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

**IN THE MATTER OF POSTING TWO INCOME PA CASE MANAGERS POSITIONS
FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following Resolution:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Interim Director of the Belmont County Department of Job and Family Services, at her recommendation, the authority to post two PA Case Managers positions resulting in the call back of two laid off employees. Wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

BREAK

AS A RESULT OF EXECUTIVE SESSION HELD EARLIER IN THE MEETING, THE FOLLOWING ACTION WAS TAKEN:

**IN THE MATTER OF APPROVING THE HIRING OF
BILL RINDERER AND MICHAEL H. MODRA AS
FULL-TIME MAINTENANCE EMPLOYEES FOR
BELMONT CO. BUILDINGS AND GROUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Bill Rinderer and Michael H. Modra as full-time maintenance employees for the Belmont County Buildings & Grounds Dept. at the rate of \$ 9.23 per hour based upon the recommendation of Jack Regis, Belmont County Buildings and Grounds/Facilities Manager and pending the satisfactory outcome of background checks.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 12:45 P.M.**

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

Upon roll call the vote was as follows

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

NOTE: Commissioner Probst left the meeting.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 2:10 P.M.**

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN. THE BOARD WILL BEGIN ADDITIONAL INTERVIEWS IN CONJUNCTION WITH BRIAN BUTCHER ON TUESDAY, DECEMBER 3, 2013.

IN THE MATTER OF ENTERING EXECUTIVE SESSION

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

Upon roll call the vote was as follows

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF AMANDA MURRAY, ASSISTANT CLERK/ACCOUNTS PAYABLE/ COMMISSIONERS OFFICE

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of Amanda Murray, Assistant Clerk/Accounts Payable, effective December 16, 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RECLASSIFICATION OF JACLYNN SMOLENAK FROM ASSISTANT CLERK TO ASSISTANT CLERK/ ACCOUNTS PAYABLE/COMMISSIONERS OFFICE

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the reclassification of Jaclynn Smolenak from Assistant Clerk to Assistant Clerk/Accounts Payable, effective December 16, 2013, at the rate of \$12.50 per hour.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR THE POSITION OF ASSISTANT CLERK/COMMISSIONERS

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for the position of Assistant Clerk for the Belmont County Board of Commissioners.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF MICHAEL KINTER AS HUMAN RESOURCE MANAGER FOR THE BOARD OF COMMISSIONERS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Michael Kinter as Human Resource Manager for the Belmont County Board of Commissioners as an intermittent employee at the rate of \$25.00 per hour, effective Monday, December 3, 2013. Mr. Kinter will serve at the pleasure of the board.

Upon roll call the vote was as follows:

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

THE MEETING WILL BE HELD OPEN FOR INTERVIEWS FOR THE BCDJFS DIRECTOR POSITION.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:10 P.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 12:10 p.m., Monday, December 2, 2013.

Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of December, 2013.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK