

St. Clairsville, Ohio

November 6, 2013

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Services-Public Defender/General Fund	155.69
A-Crystal Springs	Water-Treasurer/General Fund	88.43
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Durable Dimensions	Furniture-Recorder/General Fund	18,139.94
A-McGhee & Co.	Supplies-Clerk of Courts/General Fund	380.04
A-Staples	Desk calculator, supplies-Treasurer/General Fund	53.08
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	72.59
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	735.00
S-Sam's Club/GECRB	Food/Oakview Juvenile Residential Center Fund	731.26
S-Waltz Group	Certified mailers/Clerk of Courts Computer Fund	697.20
W-Matthew Bender & Co.	Books/Law Library Fund	1,276.76
Y-Belmont County Recorder	Subsequent Lien Sale Recording Fees/Tax Certificate Adm Fund	3,164.00

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 6, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$79,673.20
A-GENERAL/EMA	\$1,242.00
A-GENERAL/JUVENILE COURT	\$48.50; \$742.93
A-GENERAL/PROBATE COURT	\$71.75; \$40.50
A-GENERAL/SHERIFF	\$35,929.98
A-GENERAL/911	\$10,943.69
B-Dog Kennel	\$4,599.05
H-Job & Family, CSEA	\$604.50; \$9,016.53
H-Job & Family, Public Assistance	\$11,754.87
H-Job & Family, WIA	\$40,000.00; \$7,716.44
K-Engineer MVGT	\$101.45; \$33,438.28
M-Juvenile Ct. – Care and Custody	\$2,000.00
M-Juvenile Ct. – Placement II	\$355.26
M-Juvenile Ct. – Title IV-E Reimb	\$12.00
M-Juvenile Ct. – Truant Officer Grant	\$94.50
P-Oakview Adm Bldg.	\$3,855.92
S-Certificate of Title Adm Fund	\$116.01
S-District Detention Home	\$5,950.30
S-Job & Family, Children Services	\$28,499.04; \$14,128.23
S-Job & Family, Senior Program	\$20,576.29
S-Juvenile Ct. – Computer Fund	\$109.90
S-Juvenile Ct. – Gen. Spec. Projects	\$50.00
S-Oakview Juvenile Residential Center	\$1,118.37
S-Probate Ct. – Gen. Spec. Projects	\$461.31
T-CDBG Grants	\$100,855.00
U-Sheriff Reserve Account	\$127.91

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:

BELMONT CO. SHERIFF/GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A07.000 Training	E-0131-A006-A12.000 Travel Gasoline	\$ 14,000.00
E-0131-A006-A09.000 Medical	E-0131-A006-A12.000 Travel Gasoline	\$ 10,000.00
E-0131-A006-A17.012 Cruiser Repairs	E-0131-A006-A25.000 Housing Prisoners	\$ 9,592.00
E-0131-A006-A09.000 Medical	E-0131-A006-A10.000 Transport Prisoners	\$ 500.00
E-0131-A006-A03.002 Salary-Jail	E-0131-A006-A15.007 Unemployment	\$ 266.81
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A08.000 Food	\$40,000.00

BELMONT CO. PROSECUTOR/GENERAL FUND

FROM	TO	AMOUNT
E-0111-A001-E11.000 Other Expenses	E-0111-A001-E04.010 Supplies	\$ 1,500.00

BELMONT CO. PUBLIC DEFENDER/GENERAL FUND

FROM	TO	AMOUNT
E-0170-A006-G11.000 Other Expenses	E-0170-A006-G02.002 Salaries-Employees	\$ 1,200.00
E-0170-A006-G11.000 Other Expenses	E-0170-A006-G09.003 PERS	\$ 100.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE BELMONT COUNTY GENERAL FUND AND THE BELMONT COUNTY DRUG TASK FORCE FUND/Y88

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfer between the Belmont County General Fund and the Belmont County Drug Task Force Fund/Y88:

FROM	TO	AMOUNT
<i>General Fund-Miscellaneous</i>	<i>Drug Task Force Fund/Y88</i>	
E-0257-A015-A15.074 Transfers Out	R-9888-Y088-Y01.500 Donations	\$50,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND

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 approved by the Budget Commission, under the date of October 23, 2013:

E-0257-A015-A15.074	Transfers-Out	\$50,000.00
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Funds will be transferred to the Belmont County Prosecutor/Drug Task Force.

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 6, 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:

BCDJFS – Vincent Gianangeli to travel to Steubenville, OH, on Nov. 5, 2013, to attend WIA-Area 16 Meeting. Estimated expenses: \$68.50
 Linda Kinter to travel to Columbus, OH, on Nov. 11-12, 2013, to attend Ohio Integrated Eligibility System Meeting. Estimated expenses: \$281.20.
 Sue Hines, driver and Senior members to travel to Wheeling, WV, on Nov. 22, 2013, for a Bethesda Senior Center outing. Estimated expenses: \$24.00.
 Vincent Gianangeli to travel to Marietta, OH, on Dec. 11, 2013, to attend Reg. 4 Quarterly Fiscal Meeting. Estimated expenses: \$105.79

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Betty Eddy, a resident of Hendrysburg, stated when she married her husband 30 years ago, he was a township trustee, and they were trying to get water to Hendrysburg then. Today they still don't have water. She had thought recently that Barnesville was going to bring a water pipeline over to Hendrysburg, but then some changes were made and she was told the Commissioners want it to be Belmont County water. Mrs. Favede said she thought it was always discussed the water would come from the Belmont Co. Sanitary Sewer District and not the Village of Barnesville. Mr. Probst was under the understanding that Barnesville spent \$650,000.00 to run the line from the Eastern Ohio Regional Industrial Park out to the exit and their plan was to supply water to Hendrysburg. He doesn't want to speak for Barnesville, but that was what he had heard. Mr. Coffland said he thought that was an option going down the road. Mrs. Favede said the board would need to discuss this with our Sanitary Sewer Director and have him contact Mrs. Eddy. There have been no recent discussions. Mr. Coffland said back when he got elected four years ago there was discussion with Tim Lara, Township Trustee, who was to bring the board a petition for water which the Board has yet to receive. Mr. Coffland said he has heard that not everyone in Hendrysburg wants water. Mr. Probst noted it had to be affordable.

Richard Hord read an email from DJFS Fiscal Officer Vince Gianangeli regarding the Senior Program while under their department. Mr. Hord noted the increase in numbers of various services provided. He noted the email referenced \$1,615,000.00 was added to the fund balance. Mrs. Favede explained some of the figures are just reflective of the fact that we have more and more seniors becoming eligible for those services. Mrs. Favede said that Tina Burkhart said that a big reflection of those numbers was due to the fact that when DJFS first took senior services over, they were contracting for the food services and the numbers fell off enormously. Then when our employees started preparing the food at the Senior Program building, the numbers went back up dramatically. Mrs. Favede noted regarding the \$1.6 million, it is the opinion of our Fiscal Manager Barb Blake, who looked at the figures and said that is nothing more than the income that is collected on an annual basis on behalf of all those levies into the Auditor's office. It has not been gained off of anything else. She also stated it is her understanding that all funding sources available through DJFS should continue to be available and they (Senior Services of Belmont County) are looking at some grants that will bring in some additional dollars. Commissioner Coffland said he thinks time will tell if Senior Services of Belmont County can perform at the same level as has been the last two years when the program was under DJFS. There will be accurate baselines to go by. Mr. Coffland said the board wants to thank the voters for passing the Senior levy.

Mr. Hord asked why applications for the position of Director of Job & Family Services are going to Brian Butcher of Clemans-Nelson in Dublin, OH, and are not being done internally. He questioned the cost of that also. Mr. Coffland wanted the record to reflect he voted against that. He stated he does not need attorneys to tell him how to run the county. Mrs. Favede stated, "We've actually offered the job to three (3) different individuals. Since August when we appointed an Interim Director, we've had one interview and that's unacceptable to continue running Job & Family Services under those conditions... that we don't have time to sit down and have repeatedly tried to get it back on track to start interviewing again." She noted there was some concern that perhaps it shouldn't be being done by some of the commissioners. It was decided to go to outside counsel so that it is being done appropriately and fair. John Henthorne asked if the Interim Director was not fully qualified to do that job. Mrs. Favede stated, "She was appointed as the Interim Director until we could have the opportunity to hire someone permanently." Mr. Henthorne asked if she had made application for the position. Mrs. Favede answered, "She did apply for the job initially, yes." Mr. Henthorne noted it would seem to be a no-brainer to have someone that knows the operation be given consideration for that position as a fulltime director. Mr. Hord added that he was curious why it was taking so long. He noted it has never taken this long before. Mrs. Favede stated, "We've tried three different times. We can't seem to get anyone who is qualified that we can agree on to accept the job and close the deal."

Mike Bianconi gave his opinion on the monies taken from the Mall Road Project in June for paving county roads. He said the Board said it would be put back when needed for the Mall Rd. project. He encouraged the board to do all they can to put the money back in that fund and for them to support that project. He stated he would be very vocal to support the same and to see it succeed. He then asked for a list of General Fund dollars that was put into different water and sewer projects in the last 4 to 5 years.

Mr. Henthorne noted what the Highlands have accomplished with the Ohio County Commissioners getting actively involved, pursuing and allowing that to happen. He stated he thought it would behoove the county to do anything they can to get the land in the mall area developed. Mrs. Favede asked Mr. Henthorne, "Do you know who owns the Highlands?" Mr. Henthorne answered, "Ohio County." Mrs. Favede then asked, "Do you know who owns Cafaro property?" Answer, "Cafaro's." She then asked, "Do you know who owns the Stein property?" She explained, "I'm wondering if you understand the difference. You are asking us to take county money and put it into private development and you are comparing it to county putting state money into county owned property." Mr. Henthorne said, "If we have the opportunity to enhance or see an increase to our coffers by creating an environment where it is conducive to business to come in and to make improvements and to put more retail in Belmont County, would it not be an advantage to the commission and to the citizens of Belmont County to do everything that we can?" He stated it just seemed like common sense to jump on board and make it happen, noting it may be helping a private individual or company, but the end result is going to be advantageous to our county.

10:30 Road Improvement 1103 Continued Hearing

Re: Vacation of a portion of Kirkwood Twp. Rd. 585 (Brooks Run)

Present for the hearing was Ruth Graham, Engineer's Drafting Technician, who advised back in 2009 there was a road view and a road hearing. Ultimately what stopped this was Bradford Hunter was to have an easement recorded for a turn-around. She noted on a map where a vacation was to be and the township would still need a place to turn around and not on private property without an easement. She reported that Mr. Hunter just had an easement recorded. This was sent to Kirkwood Township and she wrote a letter to them asking if their position was still the same. For some reason after the initial hearing, Mr. Hunter was supposed to get that easement to her, and he never did until now. There are no objections from the trustees.

**IN THE MATTER OF THE VACATION OF
A PORTION OF TOWNSHIP ROAD 585
(BROOKS ROAD) KIRKWOOD TWP.
SEC. 33, T-9, R-6/RD IMP 1103**

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06**

Rd. Imp. 1103
County Engineer's Office
Belmont County, Ohio
Date: Nov. 6, 2013

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

The undersigned, in obedience to your order, dated Nov. 12, 2009, proceeded on Nov. 18, 2009 to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should _____ be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner, accompany this report and are made apart hereof.

An accurate and detailed description of the proposed improvement describing therein the center line and right of way lines follow:
"see attached plat"

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted. to-wit:

Fred F. Bennett/s/
County Engineer of Belmont County, Ohio

**IN THE MATTER OF THE VACATION OF
A PORTION OF TOWNSHIP ROAD 585
(BROOKS ROAD) KIRKWOOD TWP.
SEC. 33, T-9, R-6/RD IMP 1103**

Office of County Commissioners
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT
ORDERING RECORD, ETC.**

Rd. Imp. #1103

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 6th day of November, 2013 in the office of the Commissioners with the following members present:

Mr. Coffland
Mr. Probst
Mrs. Favede

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the

necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

Ms. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	Yes

Adopted the 6th day of November, 2013

Jayne Long /s/
 Clerk, Board of County Commissioners,
 Belmont County, Ohio

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 18 and September 25, 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ALLOCATION TO THE BELMONT CO. DOD/CIC FOR THE 4TH QUARTER OF 2013

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the allocation of \$ 18,750.00 to the Belmont County Department of Development/Community Improvement Corporation for program operations for the 4th quarter of 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TABLING A RESOLUTION TO REDUCE THE LEGAL AXLE LOAD LIMIT ON ALL WAYNE TOWNSHIP ROADS BY 50%

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution, pursuant to Ohio Revised Code 5577.07, granting the request from the Wayne Township Trustees to reduce the legal axle load limit on all of their roads by fifty percent (50%) from December 1, 2013 through April 15, 2014, based upon the recommendation of Fred Bennett, County Engineer.

DISCUSSION – Mr. Probst said he knows this is standard for townships to do this, but was there any thought given to oil and gas interests to work with them; maybe define that date, since it's a big stretch in between where you are going to reduce the load limit by 50%, which really may hamper oil and gas. Mr. Coffland then said he would like to withdraw his second just for the simple reason, he never thought that things have changed now. He wanted to check in with Wayne Township. He said the last thing we want to do is hold up any oil/gas activity. Mr. Probst said it is a blanket motion for the whole township and maybe we should see where their activity is and then they can define it more. Mr. Coffland thanked Mr. Probst for bringing this up. Mrs. Favede tabled the motion and asked who would be speaking with them. Mr. Coffland said he would.

IN THE MATTER OF APPROVING A PAY INCREASE FOR KIMBERLY MILLS, ACCOUNTS PAYABLE CLERK/BCSSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve a \$.50 per hour pay increase effective October 30, 2013, for Kimberly Mills, Accounts Payable Clerk for Belmont County Sanitary Sewer District, based upon the Job Classification Handbook and the recommendation of Mark Esposito, Director. Ms. Mills has successfully completed her probationary period.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS TO REMOVE AND REPLACE HVAC SYSTEM AT THE BCDJFS-MARTINS FERRY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids to remove and replace the HVAC system at the Belmont County Department of Job & Family Services-Martins Ferry Building, based upon the recommendation of Jack Regis, Facilities Manager, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**BELMONT COUNTY COMMISSIONERS
LEGAL NOTICE**

Advertisement for Invitation for Bids

Notice is hereby given that sealed bids will be accepted by the Belmont County Commissioners: Remove and replace HVAC system at the Belmont County Department of Job & Family Services-Martins Ferry Building, located at 302 Walnut Street, Martins Ferry, Ohio 43935. Specifications for this project may be obtained during the mandatory pre-bid meeting scheduled for November 21, 2013 at 9:00 a.m. at the main entrance of 302 Walnut Street.

Bids are to be addressed to the Belmont County Commissioners at the address below with the bidder and project names marked on the outside of the envelope. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Belmont County Commissioners' Meeting Room at the time & date listed below. Bidders are invited to attend the sealed bid opening.

BID NAME: Remove and replace HVAC system at the Belmont County Department of Job & Family Services-Martins Ferry Building

DUE DATE/TIME: December 11, 2013 at 10:30 a.m.

MAIL OR DELIVER TO: Belmont County Commissioners

101 West Main Street
St. Clairsville, Ohio 43950

Any questions regarding these requirements should be directed to Jack Regis, Facilities Manager for Belmont County at (740) 310-3402. All interested parties are invited to submit a bid in accordance with the terms and conditions stated in the invitation. **RESPONDENTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE INVITATION.**

BY ORDER OF THE BOARD OF COMMISSIONERS
OF BELMONT COUNTY, OHIO
JAYNE LONG /S/
JAYNE LONG, CLERK OF THE BOARD

Times Leader Advertisement: November 12 and 19, 2013

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A RENEWAL OF THE
ONLINE DOG LICENSING SYSTEM AGREEMENT WITH
FAIRFIELD COMPUTER SERVICES, LLC/AUDITOR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of the Online Dog Licensing System Agreement with Fairfield Computer Services, LLC, on behalf of the Belmont County Auditor's Office, for a two-year term with a monthly service fee of \$150.00 to manage the sale of dog licenses.

Note: Costs to be paid by the Auditor's Office.

ONLINE DOG LICENSING SYSTEM AGREEMENT

OVERVIEW. This is an agreement between the CUSTOMER Commissioners of BELMONT CUSTOMER, Ohio, (CUSTOMER) of 101 W. MAIN ST., ST. CLAIRSVILLE, OH 43950 and Fairfield Computer Services, LLC, (FCS) of 1854 Far View Pl, Lancaster, Ohio 43130 for use of the Online Dog Licensing System (SYSTEM).

DURATION. This agreement is in force for an initial term of two (2) years from the date of signing. This agreement shall automatically renew for three (3) successive one (1) year periods, unless terminated. Either party may terminate this agreement with a written sixty (60) day notice.

SYSTEM DESCRIPTION. A description of SYSTEM is given in "Exhibit 1. System Description."

OWNERSHIP RIGHTS. CUSTOMER shall retain all its rights in any text, images, data, or other material it owns and has transmitted to FCS for use in SYSTEM. CUSTOMER shall have a nonexclusive and nontransferable lease for use of SYSTEM for the duration of this agreement. FCS shall hold all right, title, and interest in and to all interfaces, navigational devices, menu structures or arrangements, and all other components of any source or object computer code that make up SYSTEM. CUSTOMER shall not do anything that may infringe upon or in any way undermine the right, title, and interest of FCS in SYSTEM.

COMPENSATION. For all the services provided under this agreement, CUSTOMER shall compensate FCS in accordance to the terms given in "Exhibit 2. Cost Summary."

FCS BRAND. FCS will place on the public-facing website of SYSTEM an inconspicuous phrase or mark identifying FCS as the owner and copyright holder of SYSTEM with a hyperlink back to the website of FCS.

MATERIALS. CUSTOMER warrants that artwork, text, data, and documents it has given FCS for use in SYSTEM is legally owned by or licensed to CUSTOMER. CUSTOMER agrees to hold FCS harmless from any and all claims brought by any third party relating to the given artwork, text, data, and documents in SYSTEM, including, but without limitation, any and all demands, liabilities, losses, costs, and claims, including attorney's fees, arising out of injury caused by CUSTOMER.

DISCLAIMER. FCS disclaims all warranties not expressly contained in this agreement. This includes, without limitation, any warranty as to the suitability, merchantability, fitness for any particular purpose, or non-infringement of the equipment, software, or services provided hereunder. FCS does not warrant that the equipment or software will operate uninterrupted or error-free. FCS does not warrant that SYSTEM will work on all platforms. No representations or other affirmation of fact, including, but not limited to, statements regarding capacity, suitability for use, or performance of SYSTEM, whether made by employees of FCS or otherwise that is not contained in this agreement shall be deemed to be a warranty by FCS for any purpose or give rise to any liability of FCS whatsoever.

LIMITATION. In no event shall FCS or CUSTOMER be liable for any lost or anticipated profits, or any direct, incidental, exemplary, special, reliance, punitive, or consequential damages arising out of or in connection with this agreement, regardless of whether FCS or CUSTOMER has been advised or has reason to know of the possibility of such damages. Notwithstanding any provision contained herein to the contrary, the maximum liability of FCS to CUSTOMER or any person whatsoever arising out of or in connection with this agreement or any use of or inability to use services, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall in no case exceed the actual amount paid to FCS by CUSTOMER during the six-month period preceding the claim. The foregoing limitations of liability will not apply to claims for personal injury caused by FCS's intentional misconduct or negligence, or claims for infringement, whether actual or alleged.

ENTIRE AGREEMENT. This agreement, together with the attached exhibits, constitutes the entire agreement between FCS and CUSTOMER with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between FCS and CUSTOMER in connection with this agreement.

SEVERABILITY. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid or unenforceable provision with another which closely approximates the intent and economic effect if the invalid or unenforceable provision.

WAIVER. Both parties agree that the failure of the other to enforce any terms of this agreement is not a waiver of such or any other terms or conditions herein contained. Except as expressly provided herein, this agreement may not be changed or amended except by a writing executed by authorized representatives of both parties.

REMEDIES. All remedies available to either party are cumulative and not exclusive. Termination, expiration, or suspension shall not limit either party from pursuing other remedies available at law or in equity. Neither party may institute any action in any form arising out of this agreement more than fifteen (15) years after the cause of action has risen.

ASSIGNMENT. This agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the foregoing shall not prohibit FCS from assigning this agreement or its rights hereunder, nor require the consent of the CUSTOMER, in connection with any change of control, corporate reorganization, merger or consolidation of FCS. Any purported assignment, transfer, or delegation in violation of this section shall be null and void. Subject to the foregoing, this agreement shall be binding upon, insure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

FORCE MAJEURE. FCS shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the control of FCS, including, but without limitation, acts of God, emergency, accident, fire, lightning, riot, strikes, lock-outs, industrial disputes, or epidemics.

GOVERNING LAW AND JURISDICTION. The laws of the State of Ohio govern this agreement and CUSTOMER and FCS hereby submit to the exclusive jurisdiction of the Ohio courts.

ACCEPTANCE. By signature below, the parties agree to the terms and conditions identified in this document. Parties further agree that they are authorized to act on behalf of their respective organizations and to bind said organizations to the terms and conditions outlined herein.

CUSTOMER acknowledges that he has read this agreement, understands it, and agrees to be legally bound by it.

WHEREFORE, the parties have caused this agreement to be executed by their duly authorized representatives.

COUNTY COMMISSIONER(S)

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

WITNESS(ES)

Jayne Long /s/
Kathy Marino /s/

Date: November 6, 2013

FAIRFIELD COMPUTER SERVICES, LLC

By: _____
(signature)

(printed)

Title: _____

Date: _____

Approved as to form

By: David K. Liberati /s/ (Assistant)

Prosecuting Attorney

Date: 11-4-13

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A 12 MONTH AGREEMENT WITH FIRST COMMUNICATIONS/SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a 12 month agreement with First Communications in the amount of \$636.24 per month for phone and internet services for Senior Services of Belmont County.

Note: This is to change the existing account from the Department of Job and Family Services to Senior Services of Belmont County.

DISCUSSION – Mrs. Favede noted for the record that this is a rollover of services. It is not new. The bill was lowered by \$100.00 by moving the fax line into the existing T-1 circuit.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AMENDING MOTION OF NOV. 16, 2011, TO CORRECT THE TERM OF THE CURRENT MEMBERS OF THE BELMONT CO. TID

Motion made by Mrs. Favede, seconded by Mr. Coffland to amend the motion of November 16, 2011, to correct the term of the current members of the Belmont County Transportation Improvement District from a five-year term to a two-year term effective January 1, 2012 through December 31, 2013, per ORC 5540.02 (D) and to notify the members of the same:

Current Members:

- Ginny Favede
- Matt Coffland
- Dennis E. Bigler
- Gregory R. Bizzarri
- Fred F. Bennett

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING CHARLES R. PROBST, JR., TO REPRESENT THE BOARD OF COMMISSIONERS AT THE UPCOMING MEETING OF THE 911 PLANNING COMMITTEE TO CONSIDER CHANGES TO THE FINAL PLAN

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Charles R. Probst Jr. to represent the Board of Commissioners at the upcoming meeting of the 911 Planning Committee to consider changes to the Final Plan.

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 10:45 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Facilities Manager Jack Regis and Sheriff Dave Lucas 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 11:20 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, NO ACTION WAS TAKEN.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:20 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Dawn Barack, Executive Director and Lisa Rine, Fiscal Manager for Belmont-Harrison Juvenile District pursuant to ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:20 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	Yes

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

DISCUSSION HELD RE: COUNTY PROPERTY – Mr. Coffland advised Geary Battestelli along with some representatives from Gulfport Energy Corporation want to speak with the board. Auditor Andy Sutak was also present and asked by Mr. Coffland to stay for the discussion. Mr. Battestelli advised he had emailed the board about 1 ½ years ago wherein he had identified 594 county owned parcels. He has reviewed a prior lease with Rice Energy and stated there are 190 acres left. He wants to address the enhancement issue and he noted their proposal with Gulfport is very different. They would like to make a proposal to the board.

Des Wertheimer, President and Owner of Ohio Landowner Consultants, and his associate Mark Eikenberry were present. Mr. Wertheimer advised they are consultants that have been contracted by Gulfport to bring them acreage positions in Belmont and Monroe Counties. He said Mr. Battestelli was talking about the county owned property as well as the Sanitary Sewer District's which consists of 265 acres they have identified and targeted in parcels. He said the question you had concerning the previous lease is called advance market recovery where if they are able to produce by products or liquids, they are able to deduct from you the costs of creating those products. Mr. Sutak asked, "For the enhancement of those products?" Mr. Wertheimer answered, "Correct." He then explained in Gulfport's lease which calls it market enhancement. The difference is you have a gross part where the oil is the gross, any oil that is produced is cut to the tanks and taken away right there. Any gas or by products that are produced will be treated at a gross value or a base value unless they enhance it for greater value. In other words, more money above that base value. If they do enhance it above that base value, the landowners who are in the unit will share proportionately based on their royalty. So if you are 20%, all the landowners in that unit will only be responsible up to 20% of any costs. It has to be based on actual costs and in the end, the landowner has to get the same price the oil company gets. He explained the reason it is set up that way. Enhancements can be anything. It could be hedging gas prices for three years. If they hedge a price out to where they lock in so many million cubic feet for \$5.00 a thousand and the market has been paying \$3.50; if the oil company is getting \$5.00 per thousand, then the landowners get \$5.00 per thousand. That would be considered an enhancement. That is how they word the contract so they can't pass a cost onto the landowners in the unit unless they are creating more value to do that. Where that comes into play in the market right now is up in Columbiana County. Chesapeake is being sued. The landowners are upset because they feel Chesapeake is not paying them all the royalty they should be getting. Their contract did not include market enhancement. They are just getting a base value and all the enhanced value that's being collected by Chesapeake they are not paying royalties on. He noted that is why they (Gulfport) negotiated that way on behalf of the landowner with their counsel. This would be the major difference in between the two leases.

Mr. Coffland asked how the Rice lease is. Mr. Wertheimer stated, "Theirs is an advance recovery. The deductions are not proportionate. There's no clause that says you get what prices they get. It's not really clear what constitutes enhancement and how the charges are passed on to you." Mr. Coffland said this is a very important sticking point on everything. He said he could sit and talk about this afterwards so he could get better clarification. He told Mr. Wertheimer he could lay out their offer. Mr. Wertheimer said, "Right now the price is \$7,000 per acre and what we are waiting for, Gulfport will come in, they will bring one of their Senior Landmen in to be formal with you and do a formal public proposal. We're going to do a non-development lease on all Sanitary Sewer property simply because you don't want any possibility of development on the property where you have your sewer systems. So that will be the only change from the documents I'll leave for you to examine today." Royalties are 20%. The leases for both groups give the board final approval of any location of any development if not to be unreasonably withheld, but go to a true non-development on all Sanitary Sewer property. They propose a 5 year lease with a 5 year renewal. The second 5 year has a 10 year increase.

Mr. Probst stated, "We can take a look at that type of use for the Sanitary Sewer, but they have properties, like the Vcelka property, we had to buy that through a law suit. It's property up on a hill. They can have surface rights to that as far as I'm concerned. There are certain areas we can take a look at." Mr. Coffland said, "It was just easier to blanket everything; no surface, and then we all agree that if we can negotiate and get \$30,000.00 to put something on something then." Mr. Wertheimer said, "The way the site fee is set up in our lease, is it's \$5,000 for disturbed acres. If they build a 5 acre pad and have to disturb 8 acres to build it, you get paid \$5,000 per acre on the 8. Most leases just give you a flat fee. Mr. Probst asked for a signed letter of interpretation from Gulfport, stating exactly what that clause, "Market Enhancement" means. Mr. Wertheimer noted Gulfport has close to 80,000 acres in Belmont County. Mr. Coffland asked him to leave the lease to be reviewed by the board and contact numbers.

BREAK

RECONVENED TUESDAY, NOVEMBER 12, 2013 AT 11:30 A.M.

PRESENT: COMMISSIONERS FAVEDE AND COFFLAND. ABSENT: COMMISSIONER PROBST

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:30 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:30 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 13th day of November, 2013.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK