

St. Clairsville, Ohio

November 9, 2015

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

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$ 1,145,211.24

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0057-A006-F06.011 Veterinary Services	\$20,000.00
E-0257-A017-A00.000 Contingencies	E-0055-A004-B19.000 County Buildings	\$125,000.00
E-0257-A017-A00.000 Contingencies	E-0257-A015-A15.074 Transfers-Out	\$121,481.88

P51 SSD #1 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3704-P051-P07.011 Contract Services	E-3704-P051-P05.000 Materials	\$4,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

GENERAL FUND AND THE O10 BOND RETIREMENT-FORCE MAIN RT. 40 SEWER PROJECT FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9207-O010-O05.574 Transfers-In	\$121,481.88

**S66 BOARD OF DEVELOPMENTAL DISABILITIES FUND AND THE S67 MENTAL RETARDATION RESERVE ACCOUNT/
BELMONT COUNTY BOARD OF DD**

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2411-S067-S11.574 Transfers In	\$500,000.00

**S66 BOARD OF DEVELOPMENTAL DISABILITIES FUND AND THE S68 COMMUNITY MR/DD RESIDENTIAL SERVICES/
BELMONT COUNTY BOARD OF DD**

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2412-S068-S08.574 Transfers In	\$1,000,000.00

**S66 BOARD OF DEVELOPMENTAL DISABILITIES FUND AND THE S69 MEDICAID RESERVE FUND/BELMONT COUNTY
BOARD OF DD**

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$1,000,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****MAY 13, 2015****

O09 BOND RETIREMENT FUND/WATERLINE EXT. PROJECT

E-9206-O009-O02.051	Interest Payment	\$ 27,576.41
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****OCTOBER 23, 2015****

W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM FUND

E-1511-W080-P15.000	Rent	\$608.00
E-1511-W080-P16.000	Consultant	\$500.00

****NOVEMBER 9, 2015****

O09 BOND RETIREMENT FUND/WATERLINE EXT. PROJECT

E-9206-O009-O01.050	Principal Loan Payment	\$130,000.00
E-9206-O009-O02.051	Interest Payment	\$ 43,606.32

O10 BOND RETIREMENT FUND/FORCE MAIN RT. 40 SEWER PROJECT

E-9207-O010-O01.050	Principal Loan Payment	\$125,000.00
E-9207-O010-O02.051	Interest Payment	\$68,071.88

P53 SSD #2 REVENUE FUND/BCSSD

E-3705-P053-P01.002	Salaries	\$30,000.00
E-3705-P053-P03.012	Equipment	\$5,000.00
E-3705-P053-P05.000	Materials	\$5,000.00
E-3705-P053-P07.011	Contract Services	\$20,000.00
E-3705-P053-P09.000	Sewage Disposal	\$33,900.00
E-3705-P053-P15.000	Other Expenses	\$6,000.00
E-3705-P053-P35.005	Medicare	\$100.00

S69 MR/DD MEDICAID RESERVE FUND

E-2413-S069-S01.011	Medicaid	\$107,632.95
<u>JUVENILE COURT/VARIOUS FUNDS</u>		
E-1583-S085-S08.000	Computer Expenses	\$1,756.00
E-1589-S096-S12.000	Other Expenses	\$10,279.09
E-0400-M064-M05.000	Placement Costs	\$16,941.19

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated November 9, 2015 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 to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **O09 BOND RETIREMENT FUND/WATERLINE EXT. PROJECT-\$201,182.73** from R-9206-O009-O08.574 transferred on various dates through 11/06/15. Net amount needed to complete bond principal and interest payments due 12/01/15.

O10 BOND RETIREMENT FUND/FORCE MAIN RT. 40 SEWER PROJECT-\$193,071.88 from R-9207-O010-O05.574 transferred on various dates through 11/09/15. Total amount needed to complete bond principal and interest payments due 12/01/15.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Coffland granting permission for county employees to travel as follows: **SSD-Alec Dombroski** to Minera, OH, on November 18, 2015, for the disposal of asbestos materials at Minerva Enterprise. A county vehicle will be used for travel.

SSOBC-Donna Steadman to Moundsville, WV, on November 5, 10, 17, & 24, 2015, for a senior outing. **Tish Kinney** to Wheeling, WV, on November 16, 2015, for a senior outing. **Sandy Milovac** to Wheeling, WV, on November 16, 2015, for a senior outing. **Sue Neavin** to Adena, OH, on November 20, 2015 for a senior outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of **October 28, 2015**.

Upon roll call the vote was as follows:

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

Announcement: The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County District Library Board. Interested parties can contact the Commissioners' office at [\(740\) 699-2155](tel:7406992155) to request an application. Applications will be accepted through November 20, 2015 for the Library Board.

Interested parties may also submit an application at any time for consideration as various other board openings become available.

IN THE MATTER OF APPROVING EXECUTION OF FINAL INVOICE FROM THYSSENKRUPP ELEVATOR/COURTHOUSE ELEVATOR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the execution of Invoice No. 2/Final from ThyssenKrupp Elevator in the amount of \$29,915.00 for the Courthouse Elevator Hydraulic Cylinder Replacement – Project Number 23336.

Upon roll call the vote was as follows:

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

IN THE MATTER OF CERTIFYING ALL DELINQUENT ACCOUNTS FOR BELMONT COUNTY SANITARY SEWER DISTRICT TO THE COUNTY AUDITOR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the certification of the delinquent accounts for the Belmont County Sanitary Sewer District WWS #2 and #3 and SSD #1, #2, #3A, #3B and #3C to the Belmont County Auditor to be placed on the Tax Duplicate and collected in the same manner as other real estate taxes for the year 2015.

Upon roll call the vote was as follows:


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

IN THE MATTER OF ACCEPTING PROPOSAL AND ENTERING INTO CONTRACT WITH ADR & ASSOCIATES, LTD FOR ENGINEERING SERVICES/SSD

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal and enter into contract with ADR & Associates, LTD., for engineering services for the Belmont County Sanitary Sewer Districts' **District 2 US 40 East Corridor Lift Stations Improvement Project**. Fee Estimates:

Task #1 District 2 Lift Station Study	(Fixed Fee)	\$23,500.00
Task #2 Clinic L.S. and Force Main Design	(8% of Const.)	\$33,600.00
Task #3 Bidding	(Fixed Fee)	\$6,000.00

Task #4 Project Insp./Construction Admin (Time & Material) EST. \$39,200.00
 Note: This contract will be paid from the N84-SR40 East Corridor Sanitary Sewer Project fund.

	ADR & Associates, Ltd. 88 West Church St. Newark, Ohio 43055 740-345-1921 Fax: 740-345-4994
Clientcentric Consulting Design . Engineering . Innovation	
CONTRACT	
CLIENT: Name: <u>Kelly Poeter</u> Company: <u>Belmont County Commissioners</u> Address: <u>101 West Main Street</u> <u>St. Clairsville, Ohio 43950</u> City, State, Zip: <u>740-334-2880</u> Phone No. Fax No.	PROJ. NAME: <u>District 2, US 40 East Corridor</u> <small>(Description to be printed on invoice)</small> <u>Lift Station Improvements Project</u> SCOPE SUMMARY: <u>Study 4 pump stations, Design</u> <small>(services to be provided)</small> <u>clinic pump station and 5000lf of 8" force main, bidde</u> <u>and construction inspection</u>
BILLING INFORMATION: Name: <u>Same</u> Company: Address: City, State, Zip: Phone No. Fax No.	LOCATION: <u>St. Clairsville, District 2, US 40 East.</u> <small>(Location or description of project site)</small> DATE: <u>June 1, 2015</u> PROPOSAL P.O. or BID #: <u>Proposal Dated 6-1-15</u> <small>(eg. Proposal Dated 6/1/15, PG # 02/15)</small> BILLING TYPE: <u>For Proposal</u> <small>(eg. Time & Material, Fixed Fee)</small> BILLING RATE: <u>Per Proposal</u> <small>(eg. Current Hourly Rates, per Proposal)</small> BILLING AMT: <u>Per Proposal</u> <small>(eg. SW,APP, Dis. or SF&AP)</small>
TERMS & CONDITIONS: See Attached Exhibit A Payment due upon receipt of invoice. ADDITIONAL SERVICES INCLUDING, BUT NOT LIMITED TO, OUTSIDE CONSULTANTS, DELIVERY EXPENSES, REPRODUCTION, AND ANY REQUIRED OUT-OF-POCKET EXPENSES NOT OTHERWISE PROVIDED FOR PER ADR'S AGREEMENT WILL BE PAYABLE AT OUR COST PLUS 15%. By signing this Agreement client agrees to Pricing, Schedule, Scope of Services and Terms and Conditions as referenced in Exhibit A* attached hereto.	
Office Use Only: Class ADR Job #: _____ Project Mgr. <u>JPC</u> ADR PROJ NO. _____ Cross Reference Job #: _____ (See job # - 042,1040) Asst. Mgr. <u>JPC</u>	
www.adriinnovation.com	

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING A SUBORDINATION AGREEMENT FOR PROPERTY OWNED BY CHRISTOPHER AND SHANNA ANDERSON/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize the signing of a Subordination of Mortgage request in the amount of \$18,000.00 in regard to property owned by Christopher Lee and Shanna Nicole Anderson based upon the recommendation of Rick Healy, Belomar Regional Council.

Note: Former CHIP grant recipients that are refinancing.

SUBORDINATION AGREEMENT

KNOW ALL ME BY THESE PRESENTS, that in consideration that WesBanco Bank, Inc. of One Bank Plaza, Wheeling, West Virginia, shall loan the sum of \$18,000.00 to Christopher Lee Anderson and Shanna Nicole Anderson, husband and wife, of 127 Grace Avenue, Barnesville, Ohio, upon the security of a mortgage recorded in Official Record Volume _____, Pages _____, upon the following real property:
 See Exhibit A

The undersigned, Matt Coffland, Ginny Favede and Mark A. Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said WesBanco Bank, Inc. of One Bank Plaza, Wheeling, West Virginia, shall be a second lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of Mortgage thereon dated August 15, 2008 and executed and delivered to the Belmont County Recorder, by said Christopher Lee Anderson and Shanna Nicole Anderson, and recorded in Volume 0166, at Pages 949-951, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages WesBanco Bank, Inc. is now the owner and holder.

Matt Coffland, Ginny Favede and Mark A. Thomas, Belmont County Commissioners, have caused their names to be subscribed hereto this 9th day of November, 2015.

By: Belmont County Commissioners:
Ginny Favede/s/
 Ginny Favede
Matt Coffland/s/
 Matt Coffland
Mark A. Thomas/s/
 Mark A. Thomas

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY CORPORATION/VARIOUS PADS

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure with Gulfport Energy Corporation, effective November 9, 2015, for the purpose of ingress and egress for "Drilling Activity" at the following: 0.9 mile of CR 48 (Wegee Creek Road) and 1.5 miles of CR 54 (Pipe Creek Road) at various pads.

Note: No Bond needed per County Engineer Fred Bennett. Work will be done before operations begin.

**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 Gulfport Energy Corporation, whose address is 14313 North May Avenue, Suite 100, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Mead 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 Various pads including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Various pads (hereafter collectively referred to as "oil and gas development site") located in Mead Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.9 mile of CR 48, Wegee Creek Road and 1.5 miles of CR 54, Pipe Creek Road for the purpose of ingress to and egress from Various pads for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at Various pads (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 48, Wegee Creek Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 147 and going east for 0.9 mile to the intersection with TR 296, Cash Ridge Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 48 for any of its Drilling Activities hereunder.
2. The portion of CR 54, Pipe Creek Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with OH 7 and going west to the intersection with TR 293, Kirkland Hill Road. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 54 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 9, 2015.
Executed in duplicate on the dates set forth below.

Authority

Operator

By: Matt Coffland/s/

By: Doug Schrantz/s/

Commissioner

By: Mark A. Thomas/s/

Printed name: Doug Schrantz

Commissioner

By: Ginny Favede/s/

Company Name: Gulfport Energy Corporation

Commissioner

By: Fred F. Bennett/s/

Title: Director of Infrastructure

Fred Bennett, County Engineer

Dated: 11/9/15

Dated: 8/19/15

Approved as to Form: Dan P. Fry/s/

County Prosecutor

Upon roll call the vote was as follows:

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

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

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

RESOLUTION

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning December 1, 2015 and ending April 15, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF ONE-HALF
TOTAL COST FOR UPDATING AND PRINTING OF BELMONT
COUNTY ROAD MAPS/ENGINEERS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the payment of one-half the total cost for the updating and printing of Belmont County road maps; the total cost of this project is estimated to be \$7,500.00, half of which will be paid by the Belmont County Engineer's Department and half by the Belmont County Commissioners. The maps are to be printed by 'GIS Cartography and Publishing Services' of Fort Lauderdale, Florida.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE (PAY REQUEST #6)
FOR GREENCORE DESIGNS, INC./SSOBC COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the payment of Invoice #14-019.6 (Pay Request #6) for GreenCore Designs, Inc., in the amount of \$9,610.52 (\$5,000.00 lump sum for Construction Administration, plus reimbursables) for the Senior Services of Belmont County Community Building project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSIONER
MATT COFFLAND TO SIGN THE AMENDMENT TO PROJECT AGREEMENT
CU48R FOR THE OHIO PUBLIC WORKS COMMISSION (OPWC)
CR2-4.50 & CR 54-3.40 & 3.60 SLIP REPAIR PROJECT/ENGINEER'S**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commissioner Matt Coffland to sign, on behalf of the Board, the **Amendment to Project Agreement CU48R** for the Ohio Public Works Commission (OPWC) CR 2-4.50, (Deep Run Road) and CR 54-3.40 & 3.60 (Pipe Creek Road) Slip Repair project to include an additional slip on CR 4-8.85 (Willow Grove Road), based upon the recommendation of Fred Bennett, County Engineer.

Note: The original Grant amount of \$296,000.00 will not increase. Project is funded 90% OPWC, 10% MVGT

Upon roll call the vote was as follows:

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

**IN THE MATTER OF COURTHOUSE ELEVATOR
HYDRAULIC JACK REPLACEMENT PROJECT UPDATE**

Mr. Thomas noted drilling is beginning today for the elevator project. United Drilling will be working four nights, beginning at 4:30 p.m. till 2:30 a.m. There were some problems with the old hydraulic jack. A new jack is being installed which should last for many, many years.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:34 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:16 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to exit executive session at 10:16 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION NO ACTION WAS TAKEN.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:18 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(3) Court Action to consider pending litigation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:28 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to exit executive session at 10:28 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION NO ACTION WAS TAKEN.

12:30 Agenda Item-Road View-Road Improvement 1134

**IN THE MATTER OF THE VACATION
AND REDEDICATION OF GOSHEN T-192
(EVERETT TURNER ROAD) IN GOSHEN
TOWNSHIP, SEC. 31, T-7, R-5/RD IMP 1134**

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

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER**

Rev. Code. Sec. 5553.06

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 9th day of November, 2015, at the office of the Commissioners with the following members present:

Mr. Coffland
Mr. Thomas
Mrs. Favede

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, On the 9th day of November, 2015, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **18th** day of **November, 2015** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted November 9, 2015

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

November 9, 2015

**Reconvened Thursday, November 12, 2015 at 10:49 a.m. Commissioners Thomas and Coffland present. Commissioner Favede, absent.
No further action to be taken.**

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:49 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 10:49 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of November, 2015.

Mark A. Thomas /s/ _____

Matt Coffland /s/ _____ COUNTY COMMISSIONERS

Ginny Favede /s/ _____

We, Mark Thomas 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.

Mark A. Thomas s/s _____ PRESIDENT

Jayne Long /s/ _____ CLERK