

St. Clairsville, Ohio

October 1, 2014

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

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

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

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
A-Frank Pierce	Reimburse travel expenses-Public Defender/General Fund	140.66
A-Staples	Supplies-Public Defender/General Fund	379.46
A-Staples	Supplies-Public Defender/General Fund	237.48
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	406.20
G-Belmont County Tourism Council, Inc.	Operating expenses-Oct. 2014/Lodging Excise Tax Fund	24,167.00
S-Comcast	Internet/Clerk of Courts Computer Fund	167.00
S-PNC	Bill of 9/10/14/District Detention Home Fund	1,717.25
S-Sam's Club/Synchrony Bank	Food/Oakview Juvenile Residential Center Fund	716.55
S-Walmart Community /GECREB	Food & supplies/Oakview Juvenile Residential Center Funds	340.33
Y-Village of Bridgeport	License Tax Fee/Municipal Auto License Fund	6,281.28

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for October 1, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$37,339.31
A-GENERAL/AUDITOR	\$7,079.2
A-GENERAL/CLERK OF COURTS	\$418.41
A-GENERAL/EMA	\$456.54
A-GENERAL/ENGINEER	\$2,912.28
A-GENERAL/JUVENILE COURT	\$21.76
A-GENERAL/SHERIFF	\$1,836.44
A-GENERAL/TREASURER	\$119.94
H-Job & Family, CSEA	\$57,935.18; \$1,597.92
H-Job & Family, Public Assistance	\$49,196.89; \$297.11
H-Job & Family, WIA	\$8,915.00; \$11,765.73
K-Engineer MVGT	\$400.92; \$4,318.18
M-Placement Services-Juvenile Court	\$31,287.72
S-Certificate of Title Adm Fund	\$72.25
S-District Detention Home	\$554.74
S-Eastern Ct. General Special Projects	\$253.91; \$313.85
S-Job & Family, Children Services	\$82,057.24; \$1,696.32
S-Northern Ct. General Special Projects	\$257.22
S-Oakview Juvenile Residential Center	\$1,411.88
S-Port Authority Fund	\$2,393.62
S-Probate Court-Computer Fund	\$368.53
S-Senior Services	\$25,525.96
S-Sheriff Commissary	\$1,054.39
S-Western Ct. General Special Projects	\$212.85
S-Western Div. Ct. Computer Fund	\$1,286.92
W-Prosecutor's Victim Program	\$119.09

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:

S00 COMMISSARY FUND TO GENERAL FUND/SHERIFF

FROM	TO	AMOUNT
E-5100-S000-S01.010 Supplies	E-0131-A003-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-0256-A014-A06.006 Group & Liability	\$3,514.05
E-5100-S000-S01.010 Supplies	E-0256-A014-A14.004 Workers Comp-GF	\$324.83

T10 WATER & SEWER GUARANTEE DEPOSIT FUND/BCSSD VARIOUS

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$33.75
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$366.70
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$206.71
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$72.92

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION
CHARGEBACKS-SEPTEMBER AND OCTOBER, 2014**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for September and October, 2014.

E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	6,565.48
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	21,173.50
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	33,730.24
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	5,991.26
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,379.90
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,569.84
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	902.84
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	4,759.80
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	902.84
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	1,805.68
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	98,480.47
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	137,706.19
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,764.20
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,379.90
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	5,088.42
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	39,064.26
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	15,182.24
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	4,759.80
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	57,221.82
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,371.16
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	1,189.94
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	2,379.91
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,569.85
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	18,916.40
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	6,020.46
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	22,334.24
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	4,920.94
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	7,364.70
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	824.32
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	308.12
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	9,388.92
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	0.00
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	492.00
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	542.00
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	6,565.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	Healthy Homes	R-9891-Y091-Y01.500	0.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	2,379.90
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	2,379.90
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,282.74
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	902.84

TOTALS 560,562.02

Upon roll call the vote was as follows:

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

IN THE MATTER OF PARTIAL TRANSFER OF FUNDS FOR THE MONTHS OF JUNE, JULY & AUGUST, 2014

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following partial transfer of funds for Waived Hospitalization for the months of June, July & August, 2014.

FROM		TO	
E-0256-A014-A08.006	GENERAL/Veterans	R-9891-Y091-Y03.500	<u>166.66</u>
		TOTAL	166.66

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/HOLDING ACCOUNT CHARGEBACK FOR SEPTEMBER, 2014

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of September, 2014.

Gross Wages P/E 09/06/14 to 09/20/14

GENERAL FUND	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,739.81
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	241.92
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	823.83
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,680.88
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,308.01
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	4,499.51
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,823.97
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	693.60
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,201.31
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	6,756.44
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,197.26
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,092.92
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,280.40
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,607.86
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,596.61
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	6,255.66
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	4,722.29
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	6,314.90
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,556.42
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	822.20
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,438.96
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,991.34
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,036.70
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>398.27</u>
			76,113.07
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	661.35
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,403.95
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F03.002	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	740.71
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	530.25
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	666.65
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	647.33
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	488.74
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	43,654.50
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,037.81
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,714.06
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,598.72
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	11,941.21
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,023.42
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	985.60
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	347.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	808.53
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	926.95
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,089.78

Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	866.76
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,627.86
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	8,470.05
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	602.59
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,879.33
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	200.78
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	34.82
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	700.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,730.77
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,563.80
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,107.25
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	25,664.64
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	14,107.09
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,902.24
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	615.08
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	566.56
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	872.00
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	72.54
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,126.88
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	259.64
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	481.40
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	605.28
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			242,891.83

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	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 date the following dates:

****JANUARY 2, 2014****

H00 PUBLIC ASSISTANCE FUND/BCDJFS

E-2510-H000-H01.002	Salaries	\$740,000.00
E-2510-H000-H07.000	Purchase of Service	\$150,000.00
E-2510-H000-H12.003	PERS	\$100,000.00
E-2510-H000-H16.006	Hospitalization	\$250,000.00

**** JUNE 3, 2014****

N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N02.055	Courthouse Bldg. Repair	\$ 3,000.00
	<i>Needed to complete Common Pleas Court renovations.</i>	
E-9029-N029-N04.055	Other Expenses	\$15,800.00
	<i>Needed for concrete and asphalt repairs at the 9-1-1 and EMA Operations Centers.</i>	

****OCTOBER 1, 2014****

GENERAL FUND

E-0121-A006-B02.002	Recorder/Salaries-Employees	\$33,000.00
E-0131-A006-A04.002	Sheriff/Salaries-Road Deputies	\$2,640.00
E-0170-A006-G12.000	Indigent Clients-Payment to State	\$892.00
E-0257-A015-A14.000	Attorney Fees	\$1,338.00

E11 9-1-1 WIRELESS FUND

E-2301-E011-E01.011	Contract Services	\$11,913.86
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H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H14.000	Belmont Co. OWIP	\$43,500.00
E-2610-H008-H15.000	Carroll Co. OWIP	\$5,500.00
E-2610-H008-H16.000	Harrison Co. OWIP	\$4,000.00

BCSSD

E-3701-P003-P25.000	Purchased Water	\$300,000.00
E-3702-P005-P17.002	Salaries	\$100,000.00
E-3702-P005-P25.000	Purchased Water	\$100,000.00
E-3702-P005-P34.074	Transfers Out	\$100,000.00
E-3704-P051-P01.002	Salaries	\$50,000.00
E-3704-P051-P09.000	Sewage Disposal	\$50,000.00
E-3705-P053-P01.002	Salaries	\$25,000.00
E-3705-P053-P05.000	Materials	\$25,000.00
E-3705-P053-P16.074	Transfers Out	\$50,000.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

E-8010-S030-S40.000	Grant Holding Account	\$40,549.05
E-8010-S030-S51.002	Salaries	\$100,000.00

E-8010-S030-S53.000	Medical	\$6,000.00
E-8010-S030-S55.010	Supplies	\$1,013.05
E-8010-S030-S56.000	Motor Vehicles	\$1,000.00
E-8010-S030-S58.000	Communications	\$5,000.00
E-8010-S030-S59.000	Fuel/Utilities	\$30,000.00
E-8010-S030-S60.000	Maintenance & Repair	\$2,851.00
E-8010-S030-S66.003	PERS	\$30,000.00
E-8010-S030-S67.004	Workers Comp	\$15,000.00
E-8010-S030-S68.006	Hospitalization	\$40,000.00
E-8010-S030-S70.005	Medicare	\$2,000.00

T11 BELMONT CO. CDBG CHIP GRANT FUND

E-9702-T011-T03.000	CDBG Escrow Account "CHIP"	\$62,112.00
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Draw No. 175 – Grant #B-C-12-1AG-2

W80 PROSECUTORS VICTIM ASSISTANCE FUND

E-1511-W080-P05.003	PERS	\$480.00
E-1511-W080-P07.006	Hospitalization	\$1,210.34
E-1511-W080-P08.005	Medicare	\$26.00

SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$964.40
E-0131-A006-A21.000	Towing	\$350.00
E-0131-A006-A23.000	Background	\$1,154.00
E-0131-A006-A24.000	E-SORN	\$305.00
E-0131-A006-A32.000	Warrant Fee	\$460.00
E-5100-S000-S01.010	Commissary	\$800.00
E-5101-S001-S06.000	CCW License	\$1,945.00
E-5101-S001-S07.012	CCW Equipment	\$3,106.00
E-9710-U010-U06.000	Reserve	\$200.77

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND

Motion made by Mr. Coffland, seconded by Mr. Thomas 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 October 1, 2014:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

General Fund

E-0051-A001-A19.000	Courthouse Security	27,958.12
E-0051-A001-A24.000	Infrastructure	27,105.69
E-0051-A001-A24.000	Infrastructure	150,000.00
E-0252-A008-C01.000	Fees-Registration	1,207.20
E-0256-A014-A05.000	Official Bonds	2,232.00
E-0257-A015-A13.000	Probate Court/Other Exp.	888.00

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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:

AUDITOR – Larry Craig to travel to Columbus, OH, on Oct. 8, 2014, to attend Pictometry Intelligent Images User Group Meeting. A county car will be used. Estimated expenses: \$50.00

DJFS – Michael Schlanz to travel to Cadiz, OH, on Oct. 2, 2014, to attend Harrison Co. COG Meeting. Estimated expenses: \$12.00

ENGINEER – Deputy Engineer Terry Lively and Sign Worker Steven Clark to travel to Logan, OH, on Oct. 16, 2014, to attend a seminar held by Osburn Signs. A county vehicle will be used.

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 August 2, 2014.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/CITY OF MARTINS FERRY

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the City of Martins Ferry’s application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$83,562.24, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

- Broadway Street
- Intersection of 7th Street & Seabrights Lane
- Intersection of 4th Street & Jefferson Street
- W. Jefferson City Limit to just west of Sheet Street

The estimated cost is \$83,562.24 all of which will be from this source

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE WITH RICE OLYMPUS MIDSTREAM LLC/CLOVER RIDGE ROAD

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into two (2) **Roadway Use Maintenance Agreements for Pipeline and Compressor Projects and Infrastructure** with Rice Olympus Midstream LLC, effective October 1, 2014, for “oil and gas development site” at the [OHIO RIVER WATER WITHDRAW (TUNA II)] pipeline facility for use of the following:

- 3.80 miles of County Road 5, (Clover Ridge Road) and
- 1.89 miles of County Road 56, (Cats Run Road)

Note: Blanket Bond# B008958 for \$3 million dollars on file.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR PIPELINE AND COMPRESSOR PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Rice Olympus, LLC, whose address is 400 Woodcliff Drive Dr., Suite 301, Canonsburg, Pennsylvania 15317 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within York and Washington Townships, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the owner of certain right of way and field agreements, and intends to develop and operate the [OHIO RIVER WATER WITHDRAW (TUNA II)], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [OHIO RIVER WATER WITHDRAW (TUNA II)] (hereafter collectively referred to as “oil and gas development site”) located in York and Washington Townships, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 3.80 miles of CR 5 (Clover Ridge Road), for the purpose of ingress to and egress from the pipeline facilities [OHIO RIVER WATER WITHDRAW (TUNA II)], for traffic necessary for the purpose of constructing the pipeline facilities (hereinafter referred to collectively as “Pipeline Activity”); and

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

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

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

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

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

1. The portion of CR 5 (Clover Ridge Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of TR 729 (Dover Ridge Road) and ending at the intersection with Monroe County Line. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 5 (Clover Ridge 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 to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Pipeline Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Pipeline Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$1,520,000 & 00/100 DOLLARS (\$400,000.00 per mile paved). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".
11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.
12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
14. Agreement shall be governed by the laws of the State of Ohio.
15. This Agreement shall be in effect on October 1, 2014.

Executed in duplicate on the dates set forth below.

Authority

By: Matt Coffland /s/

Commissioner/Trustee

By: Mark A. Thomas /s/

Commissioner/Trustee

By: Ginny Favede /s/

Commissioner/Trustee

By: Fred F. Bennett /s/

County Engineer

Dated: 10-1-14

Approved as to Form:

David K. Liberati /s/ Assistant

County Prosecutor

Operator

By: Jaime Johnson /s/

Printed name: Jaime Johnson

Company Name: Rice Olympus Midstream, LLC

Title: Midstream Permitting Project Manager

Dated: 22 SEP 14

Appendix A

Operator shall:

- 1) Provide for videotaping of the route prior to Pipeline Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Upgrade County Roads in accordance with the attached plans and/or county standards.
- 3) Maintain County Roads during Pipeline Activities for those damages caused by Operator's Pipeline Activities.
- 4) Reimburse the Authority for minor maintenance of the 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.
- 5) Utilize only ODOT Prequalified Contractors to perform work within the County rights of way and on County bridges. Operator shall require Contractors to pay prevailing wage rates in accordance with Ohio Law within applicable service contracts between Operator and Contractor.
- 6) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.
- 7) Operator as obtained a County-Wide Bond in the amount of \$3,000,000 (Three Million Dollars) for use of any County Road. Bond Number B008958 is on file at the County Engineer's Office.

Authority shall:

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

Attachments:

- 1) RUMA Route Planning Map in Belmont County

Contacts:

Rice Olympus Midstream, LLC:

- 1) Jaime Johnson, P.G. (24 hour contact)
Midstream Permitting Project Manager – Utica Shale
Cell: 412-713-2551
Office: 724-338-2133
Fax: 724-746-6725
Jaime.Johnson@RiceEnergy.com
- 2) Tonya R. Winkler, AICP
Midstream Permitting and Compliance Manager
Cell: 724-288-4198
Office: 724-746-6720

Fax: 724-746-6725

Stahl Sheaffer Engineering:

- 1) Aaron Fayish, P.E., PTOE
Principal
Cell: 724-747-2908
Office: 740-421-4216
afayish@sse-llc.com

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING BOARD
PRESIDENT TO SIGN THE PROFESSIONAL SERVICES AGREEMENT
WITH HOMETOWN APPRAISALS, LLC/NEFFS AREA FEMA HAZARD
MITIGATION GRANT PROGRAM**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize the Board President, Matt Coffland, to sign the Professional Services Agreement with Hometown Appraisals, LLC in the amount of \$400.00 for appraising one property for the Neffs Area FEMA Hazard Mitigation Grant Program, based upon the recommendation of A.C. Wiethe, Project Manager, Belomar Regional Council.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made this 1st day of October, 2014 between Belmont County Commissioners (Owner) and Hometown Appraisals, LLC (Professional), to provide professional services as described herein.

1. Project and Term of Agreement.

- Project Name: Neffs Area FEMA Hazard Mitigation Grant Program
 - Project Number: FEMA-DR-4077.22R-OH
 - Owner: Belmont County Commissioners
 - Owner Representative: Belomar Regional Council
 - Project Manager and Contact Information: A.C. Wiethe, Project Manager, (304) 242-1800 or awiethe@belomar.org
- 1.1 The Neffs Area Hazard Mitigation Grant Project consists of appraising one property in the Neffs Area, Belmont County, Ohio.
 - 1.2 Term of Agreement. Professional shall begin providing services upon the effective date of this Agreement or at such later time as directed in writing by Owner. Services shall continue through April 30, 2015, which the parties anticipate will be sufficient time to complete the appraisals.
 - 1.3 Compensation & Payment: The compensation to be paid to Hometown Appraisals, LLC. for services under this Agreement will be a *Cost for Service Fixed Fee* (See Attached), which will be paid as follows: Owners agrees that for invoices received, payment will follow within 45 days. Invoices submitted must provide a detailed summary of services provided. Payment will only be made after Ohio Emergency Management Agency approval of appraisals (s).

2. Professional Services.

Services will include: Completion of appraisal (s) per the attached Scope of Work.

- 2.1 Professional agrees to provide services for the Project as described in this Agreement and in accordance with attached proposal. John P. Kelly will be the individual overseeing the Project on behalf of Hometown Appraisals, LLC.
- 2.2 Professional acknowledges that the Owner is entering into this Agreement in reliance upon its abilities to perform the services required under this Agreement on a timely basis and consistently with the reasonable standard of care and competence that prevails among appraisers in the State of Ohio.
- 2.5 At any time Professional believes that professional services in addition to those being provided under this Agreement will be required to achieve the results intended by the parties, Professional will notify the Owner in writing of the nature of the additional service, the scope of the additional service, and the anticipated cost of the additional service. Professional agrees that it will not proceed with any additional services without prior written authorization from the Owner. The parties will negotiate in good faith the fee for additional services. In addition, the Professional will not subcontract for any work without written approval from Owner.

3. Termination. The obligation to provide further services under this Agreement may be terminated by the Owner with or without cause upon ten (10) days written notice. On termination by Owner, Owner shall pay to Professional all amounts owing for services performed up to the date of termination. If there is a dispute as to the amount owing to Professional, Owner shall pay those amounts which are not subject to dispute and place the remainder in a separate account pending resolution of the dispute. In the event of termination by the Owner, with or without fault on part of the Professional, Owner shall have the right to use the drawings and specifications prepared by Professional for completion of the Project.

4. Access to the Site. Unless otherwise specified, Professional will have access to the site for activities necessary for the performance of its services.

5. Insurance. Professional shall maintain during the course of the project proper insurance coverage.

6. Dispute Resolution. It is agreed by both parties that they will attempt to resolve all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement by mediation. This provision can be waived by mutual consent of the parties, the parties recognizing that voluntary mediation requires the commitment and willingness of both parties to engage in the mediation process. In the event the parties are unable to resolve the claim by mediation, the dispute will be litigated in the **Common Pleas Court for Belmont County, Ohio.**

7. Miscellaneous

- 7.1 Modifications. Any modifications to this Agreement, including any changes for additional services, shall be in writing signed by both parties.
- 7.2 Governing Law. This Agreement shall be governed by the law of the State of Ohio.
- 7.3 Notices. Written notices shall be provided to the parties at the addresses provided herein.
- 7.4 Owner's Representative. **A.C. Wiethe, Belomar Regional Council, P.O. Box 2086, Wheeling, West Virginia 26003, (304) 242-1800, Fax: (304) 242-2437** is designated by the Owner as its representatives for this Project. Any notices or communications required under this Agreement should be directed to the Owner's Representative at the address and fax number provided herein. Professional acknowledges that the Owner is a public authority/agency subject to the laws of the State of Ohio and that some decisions required in connection with the Project may be beyond the scope of authority granted by the Owner to its Representative and may require the approval of the Owner at either a regular or special meeting. The parties agree to consider and work within these limitations in carrying out the Project.
- 7.5 Federal Requirements. Professional acknowledges that the Project is funded with federal funds through a grant received by owner from the State of Ohio through the Ohio Emergency Management Agency and agrees to do whatever is required by the terms of that grant in providing services under this Agreement.

OWNER

By: Matt Coffland /s/
Title: President

PROFESSIONAL

By: _____
Title: _____

Date: 10-1-14 FID# 27-4940109

Approved as to from only: David K. Liberati /s/ Date: 9-26-14
Assistant Prosecutor

Attachments: Scope of Work
Proposal Dated: August 18, 2014
Property

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING BOARD
PRESIDENT TO SIGN THE PROFESSIONAL SERVICES AGREEMENT
WITH MYSER & DAVIES, ATTORNEYS AT LAW/NEFFS AREA FEMA
HAZARD MITIGATION GRANT PROGRAM**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize the Board President, Matt Coffland, to sign the Professional Services Agreement with Myser & Davies, Attorneys at Law, for real estate services (title exam, deed preparation, conduct real estate closing) for any property owner choosing to participate in the voluntary buy-out program in the Neffs Area FEMA Hazard Mitigation Grant Program, compensation not to exceed a total of \$700 for each property, based upon the recommendation of A.C. Wiethe, Project Manager, Belomar Regional Council.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is made this 1st day of October, 2014 between Belmont County Commissioners (Owner) and Myser & Davies, Attorneys at Law (Professional), to provide professional services as described herein.

1. Project and Term of Agreement.

- Project Name: Neffs Area FEMA Hazard Mitigation Grant Program
- Project Number: FEMA-DR-4077.22R-OH
- Owner: Belmont County Commissioners
- Owner Representative: Belomar Regional Council
- Project Manager and Contact Information: A.C. Wiethe, Project Manager, (304) 242-1800 or awiethe@belomar.org.

1.1 The Neffs Area FEMA Hazard Mitigation Grant Program – Real Estate Services consists of conducting a full title exam, deed preparation and conducting the real estate closing for any property owner choosing to participate in the voluntary buy-out program in the Neffs Area, Belmont County, Ohio.

1.2 Term of Agreement. Professional shall begin providing services upon the effective date of this Agreement or at such later time as directed in writing by Owner. Services shall continue through July 31, 2015, which the parties anticipate will be sufficient time to complete the real estate services.

1.3 Compensation & Payment: The compensation to be paid to Myser & Davies, Attorneys at Law for services under this Agreement will be a Cost for Service Fixed Fee not to exceed \$300.00 for full title exam, \$400.00 to furnish and file acquisition documents, for a total of \$700.00 for each property, which will be paid as follows: Owner agrees that for invoices received, payment will follow within 45 days. Invoices submitted must provide a detailed summary of services provided.

2. Professional Services.

Services will include: Completion of Real Estate Services (Full Forty-year Title Exam/Furnish and file acquisition closing documentation) per the attached Scope of Work.

2.1 Professional agrees to provide services for the Project as described in this Agreement and in accordance with attached proposal. Richard A. Myser, Attorney at Law will be the individual overseeing the Project on behalf of Myser & Davies, Attorneys at Law.

2.2 Professional acknowledges that the Owner is entering into this Agreement in reliance upon its abilities to perform the services required under this Agreement on a timely basis and consistently with the reasonable standard of care and competence that prevails among Real Estate Legal Professionals in the State of Ohio.

2.5 At any time Professional believes that professional services in addition to those being provided under this Agreement will be required to achieve the results intended by the parties, Professional will notify the Owner in writing of the nature of the additional service, the scope of the additional service, and the anticipated cost of the additional service. Professional agrees that it will not proceed with any additional services without prior written authorization from the Owner. The parties will negotiate in good faith the fee for additional services. In addition the Professional will not subcontract for any work without written approval from Owner.

3. Termination. The obligation to provide further services under this Agreement may be terminated by the Owner with or without cause upon ten (10) days written notice. On termination by Owner, Owner shall pay to Professional all amounts owing for services performed up to the date of termination. If there is a dispute as to the amount owing to Professional, Owner shall pay those amounts which are not subject to dispute and place the remainder in a separate account pending resolution of the dispute. In the event of termination by the Owner, with or without fault on part of the Professional, Owner shall have the right to use the drawings and specifications prepared by Professional for completion of the Project.

4. Access to the Site. Unless otherwise specified, Professional will have access to the site for activities necessary for the performance of its services.

5. Insurance. Professional shall maintain during the course of the project insurance coverage.

6. Dispute Resolution. It is agreed by both parties that they will attempt to resolve all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement by mediation. This provision can be waived by mutual consent of the parties, the parties recognizing that voluntary mediation requires the commitment and willingness of both parties to engage in the mediation process. In the event the parties are unable to resolve the claim by mediation, the dispute will be litigated in the Common Pleas Court for Belmont County, Ohio.

7. Miscellaneous

7.1 Modifications. Any modifications to this Agreement, including any changes for additional services, shall be in writing signed by both parties.

7.2 Governing Law. This Agreement shall be governed by the law of the State of Ohio.

7.3 Notices. Written notices shall be provided to the parties at the addresses provided herein.

7.4 Owner's Representative. **A.C. Wiethe, Belomar Regional Council, P.O. Box 2086, Wheeling, West Virginia 26003, (304) 242-1800, Fax: (304) 242-2437** is designated by the Owner as its representatives for this Project. Any notices or communications required under this Agreement should be directed to the Owner's Representative at the address and fax number provided herein. Professional acknowledges that the Owner is a public authority/agency subject to the laws of the State of Ohio and that some decisions required in connection with the Project may be beyond the scope of authority granted by the Owner to its Representative and may require the approval of the Owner at either a regular or special meeting. The parties agree to consider and work within these limitations in carrying out the Project.

7.5 Federal Requirements. Professional acknowledges that the Project is funded with federal funds through a grant received by owner from the State of Ohio through the Ohio Emergency Management Agency and agrees to do whatever is required by the terms of that grant in providing services under this Agreement.

OWNER

By: Matt Coffland /s/
Board of Commissioners
Title: President
Date: 10-1-14

PROFESSIONAL

By: _____
Title: _____
FID# 34-1537233
Date: _____

Approved as to from only: David K. Liberati /s/
Assistant Prosecutor

Date: 9-26-14

Attachments: Proposal Dated: August 25, 2014
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE
BELMONT COUNTY FAIRGROUNDS SEWERAGE-WASTEWATER
COLLECTION SYSTEM, FORCE MAIN AND SEWAGE LIFT STATION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the **Belmont County Fairgrounds Sewerage-Wastewater Collection System, Force Main and Sewage Lift Station** project.

ADVERTISEMENT FOR BIDS

BELMONT COUNTY COMMISSION
BELMONT COUNTY, OHIO

Sealed bids for **Belmont County Fairgrounds Sewerage – Wastewater Collection System, Force Main and Sewage Lift Station** will be received by the Belmont County Commission at the Commission’s office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until **9:30 a.m.** local time, **Wednesday, November 5, 2014** and then at said office publicly opened and read aloud.

The Contract Specifications may be examined at the following location:

Builders Exchange, Inc. – Cleveland

9555 Rockside Rd., Suite 300
Cleveland, OH 44125

OVCEC

21 Armory Drive
Wheeling, WV 26003
304-242-0520

Vaughn, Coast & Vaughn, Inc.

154 South Marietta St.
St. Clairsville, OH 43950
(740) 695-7256

Belmont County Commission

Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Method of Bidding will be as follows:

UNIT PRICE BID CONTRACT for approximately 3,300 LF of 6” PVC force main, 6,015 LF of 8”PVC gravity sewer, 22 manholes, 1,360 LF of 6” and 4” sanitary sewer lateral, 1,220 LF of 1” HDPE water service line, one sewage dump station, one 200gpm duplex sewage lift station, various tie-ins and associated appurtenances, site cleanup and other miscellaneous work as described in the Contract Documents.

Bidding Documents may be obtained from the office of Vaughn, Coast & Vaughn, Inc., 154 South Marietta St., St. Clairsville, OH, 43950, (740) 695-7256.

A deposit will be required for the Bidding Documents as follows:

\$ 125.00 (No refund)

The above stated deposit is required before the documents can be made available. Bids will be accepted from only those Bidders who obtain documents from the Engineer’s office. Bidders who submit a Bid must be a Plan Holder of Record at the Engineer’s office.

Bidders must comply with the following:

- A. Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.
- B. A Resolution passed by the Belmont County Board of Commissioners on March 16, 2001, entitled, “Protecting our workers and to take all necessary measures to halt the injurious dumping of Foreign Steel in Belmont County, Ohio.” Copies of this resolution may be obtained from the Clerk of the Board of Commissioners.
- C. The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated. The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder’s Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board’s decision to award, and the Board reserves the right to exercise its full discretion.
- D. Certificate of Compliance with Ohio Revised Code 3517.13.
- E. Government Business and Funding Contracts in accordance with Ohio Revised Code 2909.23.
- F. All work done under this Contract is subject to State of Ohio requirements concerning the payment of the prevailing wage rates.

Each bid shall be accompanied by a bid bond in the full amount of the bid; or a certified check, cashier’s check, or letter of credit in an amount not less than ten percent of the total bid as a guaranty that if the bid is accepted, a contract will be entered into and its performance properly secured. Should any bid be rejected, such bid guaranty will be forthwith returned to the Bidder, and shall any Bid be accepted, such Bid Guaranty will be returned upon the proper execution and securing of the contract.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

By order of: BELMONT COUNTY COMMISSION

Bids may be sent to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

To be published 2 times October 7, 2014 and October 14, 2014.

Please send proof of publication to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.

October 1, 2014

St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE STATE AND LOCAL GOVERNMENT RESOLUTION REGARDING THE ENVIRONMENTAL PROTECTION AGENCY'S PROPOSED CLEAN POWER PLAN

Motion made by Mr. Thomas, seconded by Mr. Thomas, to approve and sign the State and Local Government Resolution Regarding the Environmental Protection Agency's Proposed Clean Power Plan.

State and Local Government Resolution Regarding the Environmental Protection Agency's Proposed Clean Power Plan

WHEREAS, America's coal miners have worked for decades to provide the means to energize our nation; and
WHEREAS, doing so has cost the lives of more than 100,000 miners who have been killed in the mines over the last 100 years, and another 100,000 who have died from contracting occupational diseases; and
WHEREAS, tens of thousands of retired miners, their dependents and surviving spouses depend on the pensions and health care earned through decades of hard, dangerous work; and
WHEREAS, thousands more miners are at work every day in our nation's coal mines to provide a decent standard of living for their families and are the economic drivers of their local economies; and
WHEREAS, the U.S. Environmental Protection Agency (EPA) has proposed a "Clean Power Plan" (CPP) rule with the stated intention of reducing the amount of greenhouse gas emissions which contribute to climate change; and
WHEREAS, the CPP rule will lead to the closure of coal-burning power plants throughout the United States, resulting in the loss of more than 52,000 jobs in the coal, utility and railroad industries by 2020; and
WHEREAS, further direct job losses in those industries will reach 65,000 by 2030 as a result of this rule; and
WHEREAS, these job losses will have a ripple effect in the communities throughout the coalfields and beyond, where more than 208,000 jobs will be lost by 2030; and
WHEREAS, the retirement security for retirees, spouses and widows will be put at significant risk as a result of this proposed rule; and
WHEREAS, independent analysis indicates that there will be approximately a one percent reduction in global greenhouse gas emissions as a result of the CPP rule, meaning that it will have little real effect toward meeting its stated goal; and
WHEREAS, the EPA has not seen fit to hold public hearings on this rule in coalfield communities, but has instead held them in cities that aren't near coal mines or coal worker; and
WHEREAS, the people who will be mostly adversely affected by this rule are being shut out of the process, with no vote, no voice and no consideration being paid to what will happen to them and their communities.
THEREFORE BE IT RESOLVED that the Belmont County Commissioners, State of Ohio do hereby call on U.S. EPA to schedule public hearings in the coalfields; and
BE IT FURTHER RESOLVED that the Belmont County Commissioners, State of Ohio do hereby call on U.S. EPA to either withdraw the proposed rule or revise it to eliminate the economic shocks that will occur to critical coalfield communities throughout the United States; and
BE IT FURTHER RESOLVED that we will return this resolution to John L. White, Ohio Compac Representative for Local Union 1638 And he will return it to the United Mine Workers of America.
Adopted this 1st day of October, 2014.

Belmont County Commissioners

Ginny Favede /s/
Mark A. Thomas /s/
Matt Coffland /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE PROPOSAL FROM ERB ELECTRIC/JUVENILE/PROBATE COURTROOM

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the proposal from Erb Electric in the amount of \$7,881.00 for the installation of switches, circuits, receptacles, and lighting fixtures in the Belmont County Juvenile/Probate Courtroom. *(Note: This cost does not include lights or dimmers.)*

ERB ELECTRIC COMPANY

500 Hall Street, Suite 1
Bridgeport, OH 43912

WV: (304) 233-0161

OH: (740) 633-5055

Fax: (740) 633-5127

WV Contractor's License WV0003498

September 16, 2014

RE: Juvenile Court

Barb Blake

Belmont County Courthouse

Dear Barb,

Please accept our pricing for the new ceiling work in the Juvenile Court Room. We will remove 15 4x4 Lights, install 18 Dimmable Can Lights, install 8 new pendant fixtures, re-work 6 switches and re-work 2 receptacles. We will need to install 3 additional circuits for the added lighting. All fixtures and dimmers will be provided by Belmont County

Total price \$7,881.00

If you have any questions please feel free to call.

Thank you,

Randy Beihl

Estimator/Project Manager

Erb Electric Company

DATE APPROVED 10-1-14

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE PROPOSAL
FROM THE MAC TREE SERVICE/BELMONT CO. ANIMAL SHELTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the proposal from Mac Tree Service in the amount of \$4,750.00 for the removal of 7 trees and 4 stumps at the Belmont County Animal Shelter.

Mac Tree

214 Maple Avenue
Bethesda, OH 43719
T.740-582-0946 C.740-579-2128

Proposal

ATTN: Barb
Belmont County Animal Shelter
45244 National Rd. W, St. Clairsville OH 43950
(740) 695-4708 699-2156
Phone Fax
Date 9-27-14

TREE(S)

- 7 Removal
 - Complete
 - Leave Wood
 - NO CLEAN UP
 - Remove hanger free of charge!!

STUMPS(S)

- 4 REGULAR (6"-12")
- REMOVE CHIP/DEBRIS
- REPLACE TOPSOIL/RESEED

DESCRIPTION OF WORK:

Remove large oak inside kennels. Remove 2 locust inside kennels. Remove locust, walnut and large red oak outside of fence. Remove large split ash and uprooted hickory behind fence. All wood stays....All trees look at with Lisa.

Equipment <u>Bucket, Chipper</u>	<u>Daily Rate: 2 1/2 days</u>	<u>1,500 @ day</u>
Customer Signature _____	Tree Work Cost	\$ _____
	Stump Work Cost	\$ <u>1,000.00 total</u>
	Dump/Hauling Fee	\$ _____
	Specialized Equip.	\$ _____
	Discounts	\$ _____
	Sales Tax	\$ <u>0</u>
Date <u>9-27-14</u>	Total Estimated Cost	<u>Trees</u> <u>Stumps</u>
Contract Modification Initial _____		\$3,750.00 1,000.00

Amount _____ (Price good for 30 days)

WE ACCEPT CASH, CHECKS, AND CREDIT CARDS

DATE APPROVED 10/01/14
Matt Coffland /s/
Mark A. Thomas /s/
Ginny Favede /s/
BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SOLICITING PRICE QUOTATIONS FOR HARDWARE
NEEDED TO UPGRADE THE COMPUTER NETWORK SERVER/COURTHOUSE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to solicit price quotations for hardware needed to upgrade the computer network server for the Belmont County Courthouse and to authorize the Clerk to proceed with the required advertisement.

**BELMONT COUNTY COMMISSIONERS
LEGAL NOTICE**

Solicitation for Price Quotations

Notice is hereby given that price quotations are now being accepted by the Belmont County Commissioners for hardware needed to upgrade the computer network server for the Belmont County Courthouse. Equipment specifications can be obtained by contacting the Commissioners' Office at (740) 699-2155, Monday-Friday, 8:30 a.m. to 4:30 p.m.

Price quotations 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 quotes will be rejected as non-responsive. Quotes 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 opening.

QUOTATION NAME: Courthouse Server Upgrade
DUE DATE/TIME: October 15, 2014 at 9:45 a.m.
MAIL OR DELIVER TO: Belmont County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950

The Belmont County Commissioners reserve the right to reject any or all quotes, to waive any informalities in the quotes received, and to accept any quote or combination of quotes which is deemed most favorable to the County at the time and under the conditions stipulated. The Commissioners further declare that they will purchase this equipment based on the lowest and best quote, which may not necessarily be the lowest price. No single factor will control the Board's selection decision, and the Board reserves the right to exercise its full discretion. Any questions regarding these requirements should be directed to Barb Blake, Fiscal Manager for the Belmont County Commissioners at (740) 699-2150.

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

Times Leader Advertisement: October 3 and October 10

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Lynsey Agnew spoke on behalf of some concerned citizens about the recent DJFS voucher program. She was aware of the deadlines and policies, but she does not believe they were followed. She said there were people who received up to \$3,000 and those that receive none. Instead of the allotted \$350 per child that was supposed to have been given originally, it was bumped up to \$600 because there were not enough participants. At two school bus stops in Martins Ferry she has gotten 42 families that signed, and counting, that did not know about the program. She asked if the board approved DJFS to increase the vouchers from \$300 per child to \$600. Mr. Coffland answered, yes. He explained the program was advertised in both newspapers also sent to all the school districts. A lot of the schools put the notices in backpacks and folders to be sent home. There were between 850 and 900 responses. There was a deadline to come in and register. When that deadline was met, the program was shut off according to federal guidelines, not the board. When it was originally thought that a certain number of people would be taken care of and could be given the neighborhood of \$300-\$350, and the number that participated was lower, they upped the allocation. Ms. Agnew said the reason for the poor response was they did not know. She noted many of the people she knows do not get a newspaper nor do they have cable. She said not all the schools were given the information correctly. Mr. Coffland said that would be improved, and if the opportunity comes again to perhaps use reverse 911 calls. Mr. Coffland said, “We are thankful that we were able to take care of the families we were; we are sorry for the families that we missed, and we will try to make it better.” Ms. Agnew asked if that was it, was there nothing for the list of families she had. Mr. Coffland said if some new money comes down, we will see that she gets notified and the school district her children go to. As of right now, unless there is another program put in, Mr. Coffland said he believes it’s closed and done. Mrs. Favede asked if Ms. Agnew had a list of the names. She provided that and also had a list of names of people who were turned down before the deadline. Ms. Agnew did meet with DJFS Director Vince Gianangeli yesterday. She said she will continue to work on this situation and is expecting a call back from Columbus today. She knows of one person who went to DJFS during the registration period on another matter and was never told about the voucher program. She does not think these people deserved this to happen to them. Mrs. Favede said she would be happy to contact the state to see if any counties returned money and to see if it is something that can be redistributed. Mr. Coffland said he thinks this was a federal program that has ended.

Richard Hord again questioned if Vince Gianangeli was still holding two positions at the Dept. of Job & Family Services, those being Chief Financial Officer and Director. Mr. Coffland advised he is still doing both and doing an excellent job. Mr. Hord again stated he believes this is a conflict of interest regarding checks and balances. Mr. Coffland again advised there is a state audit done every year that provides a full report. Should anything be found wrong, the board would be notified immediately. Mr. Hord disagrees that this is an acceptable practice. Mr. Coffland noted 18 people were laid off one year ago due to financial restraints. He said if Mr. Gianangeli is willing to step up and do both jobs, and is qualified and capable, this has been able to save some other jobs down the line for services to the people. Mr. Hord asked when Lisa Fijalkowski was promoted to the position of Interim Director, was she also able to keep her previous supervisory position. Mr. Coffland advised she moved out of that position and up. According to the contract she could not hold those two positions. Mr. Hord inquired as to the salary of Mr. Gianangeli as both CFO and Director. Mr. Coffland advised it has not been established as of yet. He also stated the day Ms. Fijalkowski was moved up to Interim Director, she had an increase of \$14,000.00 to her salary on the same day. Mr. Gianangeli’s salary has not been adjusted. It is being worked on. Mr. Hord thought it odd that his salary has not been determined when he has been more than six months into it. Mr. Coffland replied, “I agree with you sir, 100%.”

John White of Flushing thanked the board for going on record today and supporting all the coal mining jobs in Belmont County and signing the resolution. He is going to be taking it with him to Washington, DC, on October 7.

Mrs. Favede told Mr. Hord the Prosecuting Attorney, Dan Fry, has submitted an attorney general’s opinion on behalf of her as to whether or not an individual can hold both of those positions and is it prudent. She had an HR opinion from CORSA attorneys and they have declined to answer the prudent aspect of that question. She said when Lisa Fijalkowski was appointed to Interim Director, she was provided with a higher salary, which was the equivalent of what had been offered to John Rowan when he took the job. We do not have standard salaries for all of our positions. She called it a failure on our behalf to have that in place. We are trying to clean that up slowly. We are trying to put in base rates for everything. Mr. Thomas added (holding those two positions) is already being done in other counties in Ohio and the attorney general will not rule on what is prudent or not prudent.

Mrs. Favede shared severance tax information. It passed the House. The bill was not anything any of us really were in favor of, but on Monday Gov. Kasich came out and stated that it may go to ballot because he does not think that the number of the tax is sufficient for him. He wants it at a much higher rate. There’s been an argument that the drillers will leave the state of Ohio if we do increase it. She noted it was one of the rare times that she actually agrees with him. He has made it very clear if he isn’t given something more substantial that he will veto it, but he is threatening to put it before the people. The comments is, “The people of Ohio deserve a better share of the wealth coming from the state’s oil and gas bearing shale; at minimum something closer to what goes to the public in just about every other state with shale drilling industry.”

**9:30 Mark Esposito, Director, Belmont County Sanitary Sewer District
Re: Public Hearing-Proposed Village Audit Water and Sewer Rates**

Mr. Esposito advised this was their typical, by agreement, contract with all the villages that they do an actual cost and maintenance to operate the water and sewer system on the previous year. The board took comments prior to approving the rates. Mayor Gordon Price of Morristown said he was still opposed to it as the problem in his village has not been fixed yet. They are still getting high meter reads. Mr. Esposito noted their sewer also went up 100,000 a month. He said 100,000 of their additional water meter did go to the sewer. There is still another 200,000 missing. He checked to see if any meter readings went up to see if it was consistent with the sewer going up. The Mayor said it did and is still not balancing out. He wants consistency. Mr. Esposito noted if you have one tap that is unmetered, that can justify that amount of water usage. One or two residential taps that could be bypassed and unmetered could account for that. Someone could be filling water trucks or campers. Mr. Thomas asked Mr. Esposito to continue to work with the Mayor outside of the meeting. Mr. Coffland suggested chalking hydrants. He said he had someone come in and check all the hydrants, but he has not tried chalking or painting the hydrants. He will have that checked into.

**IN THE MATTER OF APPROVING THE WATER AND SEWER RATES BASED UPON
THE ANNUAL VILLAGE ANALYSIS REPORT FOR YEAR ENDING 2013/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the following water and sewer rates effective November 1, 2014 billing for the various service locations based upon the annual **Village Analysis Report for Year Ending 2013** presented by the Belmont County Sanitary Sewer District:

WATER RATES		
	Present Rate/1000 gal	New Rate/1000 gal
Bellaire	4.150	4.2984
Belmont	4.334	4.4712
Flushing	4.334	4.4712
New Athens	4.334	4.4712
Morristown	4.334	4.4712
St. Clairsville	3.794	3.9312
Tri-County	4.334	4.4712

	SEWER RATES	
	Present Rate/1000 gal	New Rate/1000 gal
Morristown	5.6710	5.7892
Belmont	5.6710	5.7892

Upon roll call the vote was as follows:

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

9:45 Cathy Campbell, Executive Director, Tri-County Help Center

Re: National Domestic Violence Awareness Month

Commissioner Favede read the proclamation. Mr. Thomas thanked Cathy Campbell and her staff for what they do on a daily basis. He stated this is one resolution you wish you did not have to do. The board is happy to get the message out and participate in whatever way they feel will help Belmont County and its residents understand a little better and then be able to try to help. Everyone knows that in the last few months that this issue on a nationwide basis has, unfortunately, come to the forefront. Mrs. Favede remarked this was a difficult proclamation to read. It is devastating to realize what a violent community we live in in Belmont County and on a national level. She said we need to look inside and try to figure out what is leading this animalistic, brutal behavior against women and children. This problem effects all in the home. She appreciates the awareness and the march that is held. Mr. Coffland also conveyed his thanks. Mrs. Campbell noted she has been doing this for 30 years. She wonders if it has gotten any better or if we are stopping this. She said it's hard to answer because they don't consider seeing more people and needing more nights of shelter as being a bad thing. They have good coordinated community response. Last year they surpassed their allocation for domestic violence shelter and ended up providing shelter for two months without getting paid for it. She said there is no way you can say no. The housing situation is dire in these three counties. Mrs. Campbell said they always appreciate the Commissioners' response. She will definitely thank their staff who are available 24 hours a day. The march will be held October 15 at 6:00 p.m. A list of victims who have lost their lives will be read.

IN THE MATTER OF ADOPTING THE PROCLAMATION DECLARING OCTOBER "DOMESTIC VIOLENCE AWARENESS MONTH"

Motion made by Mrs. Favede, seconded by Mr. Thomas to adopt the proclamation declaring October "Domestic Violence Awareness Month"

***PROCLAMATION
IN HONOR OF
DOMESTIC VIOLENCE AWARENESS MONTH***

WHEREAS, every person has the right to live in a non-violent home and community. It is the goal of this administration for our communities to be safe; and

WHEREAS, the problem of domestic violence affects all citizens of Belmont County, crossing all racial, social, religious, ethnic, geographic, and economic groups; and

WHEREAS, domestic violence is widespread, nationally, one in four women will experience domestic violence and approximately 15.5 million children are exposed to domestic violence every year; and

WHEREAS, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

WHEREAS, only a coordinated community effort will put a stop this heinous crime; and

WHEREAS, when a family member is abused, it can have long-term damaging effects on the victim that also leave a mark on family, friends, and the community at large; and

WHEREAS, domestic violence is an ongoing problem in our county, where in the year 2013, over 500 primary victims received services from Tri-County Help Center, Inc.; and

WHEREAS, 65 victims and their children were provided with 1,968 nights of emergency safe shelter; and

WHEREAS, it is important to recognize the compassion and dedication of the individuals who provide service to victims of domestic violence and work to increase public understanding of this significant problem; and

FURTHER, the Belmont County Board of Commissioners reaffirms the commitment of the County of Belmont, State of Ohio, to reducing violence in our homes, as well as on our streets. We urge all citizens to participate in the activities planned by Tri-County Help Center, Inc., and community organizations during this month. Citizens should also take this opportunity to educate themselves about the impact of domestic violence in Belmont County and to become familiar with resources and programs available.

NOW, THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners do hereby recognize October as "**DOMESTIC VIOLENCE AWARENESS MONTH**" This month let us remember the victims of domestic violence, celebrate the survivors, and work together to eliminate domestic violence from our community.

Adopted this 1st day of October, 2014.

BELMONT COUNTY COMMISSIONERS

Ginny Favede /s/
Mark A. Thomas /s/
Matt Coffland /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF BID OPENING FOR THE BELMONT CO. COURTHOUSE ELEVATOR RENOVATIONS/MODERNIZATION PROJECT

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Courthouse elevator renovations/modernization project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
ThyssenKrupp Elevators 901 Morris Street Charleston, WV 25301	X	\$ 114,168.00

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Belmont County Courthouse elevator renovations/modernization project to Jack Regis, Facilities Manager, for review and recommendation.

Upon roll call the vote was as follows:

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

BREAK

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:34 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR 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:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:48 A.M.**

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

Upon roll call the vote was as follows:

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

Note: Mrs. Favede left to attend another meeting.

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:48 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 10:48 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 8th day of October, 2014.

_____ COUNTY COMMISSIONERS

We, Matt Coffland and Kathy Marino, President and Assistant 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

_____ ASSISTANT CLERK