

St. Clairsville, Ohio

September 11, 2013

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

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Belmont SWCD	CAUV contract work completed/Aug. 2013-Auditor/General Fund	1,420.00
A-Casey Kelley Design Service	Website maintenance-Treasurer/General Fund	305.40
A-Crystal Springs	Water-Treasurer/General Fund	37.00
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Harold & Darlene VanDyne	Refund of Transfer fees/error on deed-Auditor/General Fund	376.50
A-John Zingo and others	Salaries-Veterans/General Fund	5,025.00
A-Lisa West	Postage reimbursement-Public Defender/General Fund	14.10
A-McGhee & Co.	Supplies-Clerk of Courts/General Fund	53.90
A-MC Thomas Insurance Agency	Public Employee Dishonesty Bond-Treasurer/General Fund	300.00
A-Print N Copy	Paper supplies-Treasurer/General Fund	781.00
A-Times Leader	Jury Pull/General Fund	42.45
A-Treasurer of State	Audit Fees/General Fund	8,746.50
A-Treasurer, State of Ohio	Cooperative Purchasing Fee Renewal/General Fund	100.00
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	690.10
N-Lowe's	Judge Fregiato's remodel/Courthouse Bldg. Repairs Fund	37.35
P-MOS	Supplies/BCSSD Funds	54.00
S-AT&T	Phones/Port Authority Fund	149.53
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	857.50
S-Eastern Div. Court	August service charge/Eastern Ct. General Special Projects Fund	178.21
S-McGhee	Coffee pot/Northern Ct. General Special Projects Fund	112.00
S-MOS	Toner/Northern Ct. General Special Projects Fund	1,446.00
S-Staples Credit Plan	Supplies/Oakview Juvenile Residential Center Fund	326.94
W-Drury Hotels	Conference stay/Prosecutor's Victim Program Fund	282.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for September 11, 2013 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$17,375.84; \$85,449.75
A-GENERAL/AUDITOR	\$1,606.78
A-GENERAL/EMA	\$684.39
A-GENERAL/JUVENILE COURT	\$25.83
A-GENERAL/PROBATE COURT	\$221.56; \$36.00
A-GENERAL/SHERIFF	\$17,841.41
A-GENERAL/911	\$5,720.39
B-Dog Kennel	\$512.45
H-Job & Family, CSEA	\$4,127.86
H-Job & Family, Public Assistance	\$13,319.89; \$182.89
H-Job & Family, WIA	\$83,859.88; \$22,905.70
K-Engineer MVGT	\$2,990.92; \$8,783.12; \$25,262.65
M-Juvenile Ct.-Intake Coordinator	\$3,223.04
M-Juvenile Ct.-Placement II	\$298.58
M-Juvenile Ct.-Title IV-E Reimb.	\$2,916.73
M-Juvenile Ct.-Computer Fund	\$109.90
N-Courthouse Bldg. Repairs	\$2,670.00
P-Oakview Admn Bldg.	249.31
S-District Detention Home	\$7,139.76; \$474.26
S-Job & Family, Children Services	\$72,460.29
S-Job & Family, Senior Program	\$8,800.73; \$11,499.91; \$8,385.77
S-Juvenile Ct. General Special Projects	\$410.86
S-Oakview Juvenile Residential Center	\$1,529.03
S-Sheriff Commissary	\$715.33
S-Sheriff CCW	\$3,396.00
S-Western Ct. General Special Projects	\$477.96

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A20.012 Equipment	E-0051-A001-A19.000 Courthouse Security	\$16,675.00
<i>Needed to finish security camera upgrades and to pay for other security-related maintenance agreements.</i>		
E-0051-A001-A50.000 Budget Stabilization	E-0055-A004-B06.000 Jail Maint. & Oper.	\$30,000.00
<i>Needed to repair the second hot water tank at the Jail per H.E. Neumann quote of \$29,649.00.</i>		
<i>Commissioners</i>	<i>Treasurer</i>	
E-0051-A001-A50.000 Budget Stabilization	E-0141-A001-C03.010 Supplies	\$1,060.00

**BELMONT CO. RECORDER/GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Recorder</i>	<i>Commissioners</i>	
E-0121-A006-B02.002 Salaries-Employees	E-0051-A001-A02.002 Employees Salaries	\$600.00
<i>Compensating Kathy Marino for extended hours in the Recorder's office on September 3<sup>rd</sup> and 6<sup>th</sup>.</i>		

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**BELMONT CO. SSD/VARIOUS FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 WSGDF Transfers Out	R-3701-P003-P15.574 Transfers In	\$110.70
E-3711-T010-T04.074 WSGDF Transfers Out	R-3702-P005-P15.574 Transfers In	\$446.30
E-3711-T010-T04.074 WSGDF Transfers Out	R-3704-P051-P08.574 Transfers In	\$127.88
E-3711-T010-T04.074 WSGDF Transfers Out	R-3705-P053-P08.574 Transfers In	\$ 19.91
E-3711-T010-T04.074 WSGDF Transfers Out	R-3706-P055-P08.574 Transfers In	\$160.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE VISION INSURANCE CHARGEBACKS  
FOR THE MONTHS OF AUGUST AND SEPTEMBER, 2013**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for

the Vision Insurance Chargebacks for the months of August and September, 2013.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,346.46
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	95.22
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	174.78
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	12.06
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	55.44
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	83.16
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	385.74
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	115.74
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	55.44
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	27.72
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	27.72

E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	55.44
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	51.84
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	0.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	50.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	3.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	8.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	0.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	0.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	55.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	188.92
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	51.84
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	386.28
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	55.44
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	63.90
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	559.26
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	107.20
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	354.28
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	92.02
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	71.82
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	15.52
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	6.44
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	83.16
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	150.66
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	325.44
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	0.00
<b>TOTAL</b>		<b>8,404.20</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE DELTA DENTAL CHARGEBACKS FOR  
THE MONTHS OF AUGUST AND SEPTEMBER, 2013  
FROM**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	15,934.82
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	346.34
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	627.50
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	205.76

E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	308.64
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	0.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	10.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	31.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	133.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	0.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	686.50
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	206.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,368.10
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	394.26
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	102.88
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	205.76
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	178.28
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	178.28
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,426.58
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	205.76
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	215.98
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	205.76
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	408.86
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,267.16
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	326.08
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	254.08
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	55.02
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	20.52
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	308.64
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	205.76

E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	552.10
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,179.60
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	<u>0.00</u>
<b>TOTAL</b>		<b>28,204.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE EXPRESS SCRIPTS CHARGEBACKS  
FOR THE MONTHS OF AUGUST AND SEPTEMBER, 2013.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Express Scripts Chargebacks for the months of August and September, 2013.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	35,945.63
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	637.42
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	2,382.26
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	3,154.84
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	1,040.86
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	268.28
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	268.28
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y08.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	268.28
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	268.28
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y08.500	0.00
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	369.14
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y08.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y08.500	100.86
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	470.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	201.72
E-2410-S066-S80.000 MENTAL RETARDATION	R-9891-Y091-Y08.500	11,841.68
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	21,179.30
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	3,666.12
E-2230-F082-F01.002 PREP	R-9891-Y091-Y08.500	0.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y08.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y08.500	55.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	0.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y08.500	81.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y08.500	0.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y08.500	0.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y08.500	536.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y08.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	1,404.10
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	268.28
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	570.86
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	369.14
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	268.28
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	804.48
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	2,846.90
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	680.14
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	544.34
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y08.500	114.32
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	42.62
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	268.28
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	536.56
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	536.56
E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	536.56
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y08.500	8,426.46
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	1,208.28

E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	2,717.10
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	<u>0.00</u>
<b>TOTAL</b>		<b>104,878.21</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated April 9, 2013, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

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

- BCDJFS** – Michael Schlanz to travel to Cadiz, OH, on Sept. 12, 2013, to attend WIB meeting. Estimated expenses: \$12.00
- Linda Kinter to travel to Marysville, OH, on Sept. 16-18, 2013, to attend New Integrated Medicaid System meeting. Estimated expenses: \$423.59
- Jon Purtiman, Sarah Smith & Kathy Klee (CAC) to travel to Columbus, OH, on Sept. 30-Oct. 2, 2013 to attend eOMJ Training. Sue Hines, Driver and Senior Members to travel to Woodsfield, OH, on Sept. 9, and to Zanesville, OH, on Sept. 12, 2013, for Bethesda Senior Center outings. Estimated expenses: \$1,020.00

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Mrs. Favede continued to reiterate that no comprehensive report regarding the Senior Program has been compiled due to the workload of those employees overseeing the program. If someone has a specific question, she can try to get an answer. She provided the following updates: The Interim Director of the Dept. of Job & Family Services is running the department very efficiently. The board continues in their discussions about the direction they will be going. They are taking their time in the search for a new Director in order to have the proper person. She hopes to have a Senior Program Director in place by November 1. Regarding the former Sheriff's Residence, she said she toured the building last week. There are some water seepage issues in the basement. She has met with the Facilities Manager on this. The project is considered complete and she will be meeting with Tourism to move forward.

**10:00 Rich Vannelle, Program Supervisor  
Re: Update on Creek Cleaning Program**

Mr. Vannelle provided pictures and handouts and said he wanted to explain some Federal guidelines for the areas in which they are working. He noted there have been a lot of questions about the Captina area and where they are working now. He said most people do not understand the Captina Watershed Area is a reserve that is under the jurisdiction of the Corps of Engineers, ODNR, Soil & Water Conservation, and the Endangered Species Act. All the work that has to be done in this area is required to be done by hand labor and no heavy equipment. No dozers or backhoes that would disturb the area are allowed. Today Soil & Water Conservation has a six-man diving team that is collecting eggs from the Hellbender Salamander for the Toledo Zoo. The clean-up work is time consuming and they have been there for a little over one year now. He noted there is probably another three years worth of work from the Barnesville area to the Ohio River, which is about a 30 mile area. They are monitored by three different inspectors every month. This county has received an Excellent A rating for the work that has been done and for following all the guidelines. This program has gotten extended until December 31, then everyone will switch over to the Wind Program which will continue until the end of June. There have been no violations or trees cut down. Any wood that has been taken has gone to the property owner or been voluntarily given from the property owner to other residents. As of this date they have over 600 loads of wood that have been donated and/or removed to other property owners or the property owner. Mr. Vannelle said his crew will probably be working in the natural bridge area until December. He reviewed pictures and noted some of the work in this area is 15 to 20 feet deep under the bridges and it all has to be pulled out by hand. This type of work could continue for 2 to 3 more years, but they are only there until December. He noted that the wood that is being burned has been approved by the inspectors is old and rotten on site. All of the good wood has been hauled out or taken by the property owners. Some wood for one property owner has been stored and hidden. The property owner has recently put up 20 No Trespassing signs due to people coming in and raiding the area.

There are also employee guidelines that need to be followed to be hired into the program. You must be unemployed for at least 15 out of 20 weeks with full-time employment. Drug screens and training are required. Regarding the Endangered Species Act, you are taught about the salamanders and bald eagle. There are numerous shells in that area of different sizes of the sheep nose mussel. The area is under extreme scrutiny of Soil & Water Conservation and other federal agencies.

Mr. Coffland thanked Mr. Vannelle and his crew. He said he has toured many of the sites they work at and it is a great program. Mr. Coffland called it a "life saving program." When they clean under the bridges and overpasses, it saves lives. He said the crew works not only with the county, but the township trustees and the village mayors to clean the streams and waterways in their jurisdiction. Mr. Vannelle said since there is a timeline of December 30, there has been a priority list, they have pulled from some areas.

Mrs. Favede said she appreciated his taking the time to come in. One of the issues that she wants to explain is that for a very long period of time the federal government actually discontinued these programs. That is when you saw a lot of the creeks in Belmont County start to become cluttered again with debris and trees. We started to see flooding again. Flooding destroys lives and homes. She said a couple of years ago the Commissioners put some amount of money and tried to help the townships take care of these issues on our own. She said as a county commissioner, "I am so grateful for federal funding that takes care of these issues because it does back up and it does destroy lives."

Ronald DeNoon asked Mr. Vannelle if he knew why a lot of No Trespassing signs are staked down there. Mr. Vannelle said the neighbor told him it was for the wood that has been taken from that area. Mr. DeNoon said it is because the drug dealers moved from the east side of his property to a place that put them further off the road and out of sight. Mr. Vannelle said the Drug Task Force was there on Monday and hit a couple of farms down the road. Mr. Coffland witnessed this as he was on sight when it happened. Mr. Vannelle said the signs are for the wood that is being taken and there was a vehicle stuck there buried to the doors for a week and they couldn't get it out. The property owner wanted him to know they weren't put up for his crew. Mr. DeNoon asked if they are just taking the wood or are they taking trash too. Mr. Vannelle said they take all the trash and tires go to a dumpster. All the tires from that location were taken to a dumpster site in Bannock. Everything is recorded and paid for at the landfill and they have receipts. There are two very large tires they will be removing last and the inspector will make the decision on how they will be removed. One of tires weighs about 3,000 pounds.

Mr. Vannelle said if any other emergency situations that develop from now to December 30, to contact him, and he can try to pull some crews off certain areas.

**OPEN PUBLIC FORUM** - Karen Matusic from XTO Exxon Mobile introduced herself along with her colleague. XTO has drilled two wells in Richland Township. The pipeline is done, but is not yet operational. They are currently installing meters to check the flow of gas. They expect test results sometime next month. They have talked about plans that they would like to do with the local authorities to upgrade the water system. Where they operate, they would like to eliminate as much truck traffic as possible by installing water pipelines and systems. This would allow them to also purchase water from local authorities. They have spoken with Belmont Co. Sanitary Sewer Director Mark Esposito about potentially upgrading some lines to get them water faster. XTO is willing to do some financing on this. Mrs. Favade welcomed them to Belmont County. Ms. Matusic said Belmont County has the first two wells that they have drilled in Ohio. She said Exxon Mobile and XTO are the largest gas producer in the country. Mr. Coffland said he appreciated them working with Mark Esposito and he hopes they work well with our County Engineer if they do move any equipment to maintain our roads at least to the standards that they are currently.

**10:30 Laura Shimenga, Crossroads Counseling Services**  
**Re: National Recovery Month Proclamation**

Mrs. Favade read the proclamation. Sandy Nicholoff, Director of Crossroads, and Angela Freeman, Program Director of the men's residential house, were present, and thanked the board for the proclamation. Ms. Nicholoff reported the trend this year is heroin. It used to be pain medications, but those are getting harder to get because of the emergency room mandates that are being put in. Heroin is a much cheaper alternative. They are not seeing the black tar heroin. People start out snorting it and then it quickly escalates to the intravenous injections. She said it is bad. They are also seeing an increase in meth. The drugs are making their way here via Pittsburgh and Columbus. Next week on September 18, a picnic will be held at the Rotary Pavilion to celebrate recovery. Mrs. Favade noted the multiple layers of people within the county all working simultaneously on the same issue regarding drugs with Crossroads, such as the Drug Task Force and Children Services.

**IN THE MATTER OF ADOPTING A PROCLAMATION IN HONOR OF "NATIONAL RECOVERY MONTH"**

Motion made by Mr. Coffland, seconded by Mrs. Favade to adopt the proclamation recognizing September as National Recovery Month.

**PROCLAMATION**  
**IN HONOR OF**  
**"NATIONAL RECOVERY MONTH"**

**WHEREAS**, behavioral health is an essential part of health and one's overall wellness, and prevention works, treatment is effective, and people can and do recover from substance use and mental disorders; and

**WHEREAS**, all people have the fundamental and inherent value to be accepted and treated with respect, human dignity, and worth; and

**WHEREAS**, individuals should have access to fully participate in community life including economic advancement and prosperity; fair and decent housing; quality education; positive opportunities to benefit from and contribute to material, cultural, and social progress; and

**WHEREAS**, it is critical to educate our policymakers, friends and family members, health care providers, and businesses that substance use and mental disorders are treatable, and that people should seek assistance for these conditions, with the same urgency as they would any other health condition; and

**WHEREAS**, all Americans have the opportunity to access provisions within the Affordable Care Act and Mental Health Parity and Addictions Equity Act (MHPAEA), aimed to improve physical and emotional health while ensuring people will receive the care they need at a more reasonable cost; and

**WHEREAS**, substance use and mental disorders are serious public health problems. In 2009, 4.3 million people received treatment for a substance use disorder and 30.2 million people for a mental health problem (*2009 National Survey on Drug Use and Health*), we must continue to reach the millions more who need help; and

**WHEREAS**, to help more people achieve long-term recovery, and learn how recovery positively benefits the Nation's overall well-being, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and **Crossroads Counseling Services** invite all residents of **Belmont County** to participate in *National Recovery Month: Prevention Works, Treatment is Effective, People Recover (September 2013)* and

**NOW, THEREFORE**, the Belmont County Commissioners, do hereby proclaim the month of September 2013 as

*National Recovery Month: Prevention Works, Treatment is Effective, People Recover*

in **Belmont County, Ohio** and call upon the people of Belmont County, Ohio to observe this month with appropriate programs, activities, and ceremonies supporting this year's theme, *"Join the Voices for Recovery: Together on Pathways to Wellness."*

Adopted this 11th day of September, 2013

**BELMONT COUNTY COMMISSIONERS**

Ginny Favade /s/  
**Ginny Favade, President**

Matt Coffland /s/  
**Matt Coffland, Vice President**

Charles R. Probst, Jr.  
**Charles R. Probst, Jr.**

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favade	Yes
Mr. Probst	Absent

**OPEN PUBLIC FORUM (continued)** – John Henthorne revisited the problem he reported of a problem with a sidewalk, guardrail and catch basin. Engineer Fred Bennett had been on vacation last week. He said the road foreman did come to the site. Mr. Coffland advised that Mr. Bennett was still away on vacation. It will be brought to his attention when he returns.

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

Motion made by Mrs. Favade, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 7, 2013.

Upon roll call the vote was as follows:

Mrs. Favade	Yes
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Mr. Coffland	Yes
Mr. Probst	Absent

**Announcement - The board will reconvene on Monday, September 16 at 11:00 a.m.**

**IN THE MATTER OF ADOPTING THE PROCLAMATION  
RECOGNIZING SEPTEMBER AS NATIONAL CHILDHOOD  
CANCER AWARENESS MONTH**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adopt the proclamation recognizing September as National Childhood Cancer Awareness Month.

**PROCLAMATION  
IN RECOGNITION OF  
NATIONAL CHILDHOOD CANCER AWARENESS MONTH**

**WHEREAS**, The health and well-being of all humans, especially children, are of utmost importance to families and communities worldwide; and

**WHEREAS, National Childhood Cancer Awareness Month** gives us the opportunity to recognize and show support to the courageous children who fight cancer each year and face life-threatening struggles. We extend our heartfelt support to the loving families, friends and neighbors who care and advocate for these children during this most vulnerable and heartrending time.

**WHEREAS**, the Board of Belmont County Commissioners also honors the memory of the young lives taken from us far too soon and their families who stood beside them. We support the efforts of those in the medical profession who provide healing touches, alleviate pain, and dedicate hours to research in the battle against pediatric cancer.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners calls upon members of our community to join in the fight against childhood cancer and does hereby proclaim September, 2013, to be National Childhood Cancer Awareness Month and calls this observance to the attention of all our citizens.

Adopted this 11th day of September, 2013.

**BELMONT COUNTY COMMISSIONERS**

<u>Ginny Favede /s/</u>	_____
<u>Matt Coffland /s/</u>	_____

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION HONORING BELMONT COUNTY  
COMMON PLEAS COURT JUDGE JENNIFER L. SARGUS ON HER RETIREMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution honoring Belmont County Common Pleas Court Judge Jennifer L. Sargus on her retirement.

**RESOLUTION  
HONORING  
BELMONT COUNTY COMMON PLEAS COURT  
JUDGE JENNIFER L. SARGUS  
ON HER RETIREMENT**

**WHEREAS**, Judge Jennifer L. Sargus has dedicated her time, talents, wisdom and energy serving the residents of Belmont County for twenty-four years as a Common Pleas Court Judge and most notably holds the distinction as the first female judge in the county; and

**WHEREAS**, Judge Sargus is widely respected and admired throughout Ohio's legal community as well as the populace she served, following in the footsteps of her mother, who also held the position of judge in the 5<sup>th</sup> District Court of Appeals; and

**WHEREAS**, Judge Sargus has played an integral part in developing the Belmont County Mediation Program, Domestic Magistrate Program, Intensive Probation Program and Drug Court; and

**WHEREAS**, Judge Sargus, a graduate of Vanderbilt School of Law, has also served as an instructor at the Ohio State University and the National Judicial College in Reno, NV; and

**WHEREAS**, Judge Sargus has left her indelible mark as an outstanding Judge and public employee who has stepped down from the bench and is truly missed by her staff, colleagues and Belmont County courthouse employees for her professional knowledge, guidance, compassion, wit and friendship.

**NOW THEREFORE, BE IT RESOLVED**, the Belmont County Board of Commissioners is proud to honor and pay tribute to Judge Jennifer L. Sargus for her outstanding leadership and contributions to Belmont County and its residents and sincerely wishes her a happy, healthy and well-deserved retirement.

Adopted this 11th day of September, 2013.

**BELMONT COUNTY COMMISSIONERS**

<u>Ginny Favede /s/</u>	_____
<u>Matt Coffland /s/</u>	_____

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION HONORING BELMONT COUNTY  
TREASURER JOSEPH A. GAUDIO ON HIS RETIREMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution honoring Belmont County Treasurer Joseph A. Gaudio on his retirement.

**RESOLUTION  
HONORING  
BELMONT COUNTY TREASURER  
JOSEPH A. GAUDIO  
ON HIS RETIREMENT**

**WHEREAS**, Mr. Joseph A. Gaudio has served the residents of Belmont County, during six unchallenged terms, as the Belmont County Treasurer since March, 1987; and



WHEREAS, as the county's chief investment officer, tax collector, delinquent tax collector, and keeper of property tax escrow accounts, through Mr. Gaudio's financial expertise, Belmont County has prospered and thrived through the years; and
WHEREAS, Mr. Gaudio has performed his administrative and financial duties conscientiously, effectively, and efficiently, proving his commitment and devotion to upholding the financial well-being of the residents of Belmont County; and
WHEREAS, Mr. Gaudio has proven himself as an outstanding public employee whose absence will be sadly felt by his staff, colleagues, and courthouse coworkers for his skillful knowledge, dedication and friendship; and
NOW THEREFORE, BE IT RESOLVED, the Belmont County Commissioners honor and pay tribute to Mr. Joseph A. Gaudio for his outstanding leadership and contributions to Belmont County and its residents and wish him and a happy, healthy and well-deserved retirement.
Adopted this 11th day of September, 2013.

BELMONT COUNTY COMMISSIONERS

Ginny Favede /s/

Matt Coffland /s/

Upon roll call the vote was as follows:

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

In the Matter of Proposed Road Name Change }
Twp. Rd. 1545 to Wood Duck Roost Road }
Warren Township, Sec 26, T-8, R-6 }
Bel. Co. Commissioners
Court House
St. Clairsville, OH 43950
Date Sept. 11, 2013

NOTICE OF HEARING FOR
PROPOSED NAME CHANGE FOR
COUNTY OR TOWNSHIP ROAD
Revised Code Sec. 5541.04

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Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the hearing in regards to request to change the name of Warren Township Road 1545 to Wood Duck Roost Road, Warren Township Section 27, T8, R6, pursuant to the Ohio Revised Code Section 5541.04 and proceed with the required notifications

To Nancy Detling, F.O., Warren Township Trustees, 61881 Bailey Road, Barnesville, OH 43713.

You are hereby notified that the 25th day of September, 2013, at 10:30 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/

Clerk of the Board

cc: Warren Township Trustees
Ruth/Engineer's

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE ADDENDUM
TO THE CONTRACT WITH OHIO AMERICAN ENERGY, INC. FOR
THE TEMPORARY CLOSING OF COUNTY ROAD 78 (NATIONAL-OCO
ROAD) ROAD IMPROVEMENT 1095

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Addendum to the Contract dated June 28, 2006 with Ohio American Energy, Inc., for the temporary closing of County Road 78 (National-Oco Road), Road Improvement 1095.

Note: This allows the contract to be completed prior to but not later than thirty (30) months from the date of disturbance thereof to complete mining operations and reconstruction improvements and that said portion of the road is to be reconstructed at the sole expense of Ohio American Energy, Inc.

ADDENDUM

To CONTRACT for County Road 78 (National-Oco Road)
Improvement #1095

WHEREAS, ON THE 28TH day of June, 2006, Ohio American Energy, Inc. entered into a CONTRACT with Belmont County Commissioners, and

WHEREAS, said CONTRACT states that Ohio American Energy, Inc., in their petition to the Belmont County Commissioners, that they request for the right to temporarily close a portion of Belmont County Road 78 for a period not to exceed thirty (30) months from the date of disturbance thereof, to complete reconstruction improvements and mining operations, and

WHEREAS, by Road Improvement 1095, said Commissioners granted said petition, and

WHEREAS, said CONTRACT further states that:

"This Contract may be completed prior to but not later than two (2) years from the date of execution of the Contract. The said portion of County Road 78 is to be temporarily for not more than twelve (12) months from date of disturbance thereof to complete mining operations and reconstruction improvements and that said portion of road is to be reconstructed at the sole expense of Ohio American Energy, Inc."

THEREFORE, it is hereby agreed by all parties to this Contract, that the above paragraph to be changed to read:

"This Contract may be completed prior to but not later than thirty (30) months from date of disturbance thereof to complete mining operations and reconstruction improvements and that said portion of road is to be reconstructed at the sole expense of Ohio American Energy, Inc."

It is understood by all parties that all other provision of said CONTRACT remains in effect.

This CONTRACT amendment entered into this 11th day of September 2013.

Jayne Long /s/

Witness

Kathy Marino /s/

Witness

Kris R? /s/

Witness

?s/

Witness

APPROVED AS TO FORM

Chris Berhalter /s/

BOARD OF COMMISSIONERS OF
BELMONT COUNTY, OHIO

Matt Coffland /s/

Ginny Favede /s/

OHIO AMERICAN ENERGY, INC.

Stanley Piasecki /s/

Vice President

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE AMENDMENT TO THE SUMMER EMPLOYMENT PROGRAM FOR YOUTH/BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment to the Summer Employment Program for Youth, on behalf of Belmont County Department of Job & Family Services, to extend the program deadline from August 31, 2013 to October 31, 2013.

**Amendment to Summer Employment Program for Youth**

Section C., Contract Period (page 2) of the Summer Employment Program for Youth contract6 currently reads in-part as follows: "This contract will be effective from May 15, 2013 through August 31, 2013 inclusive, unless otherwise terminated."

This one page amendment to Section C is to extend the contract effective date from August 31, 2013 to October 31, 2013. In accordance with Ohio Department of Job and Family Services Assistance Letter #123B, dated August 30, 2013, the TANF Summer Youth Employment Program may be extended to October 31, 2013. This amendment will only extend the contract period. No additional dollars are available under this extension.

All other terms of the contract remain unchanged.

<u>Lisa Fijalkowski /s/</u> Lisa Fijalkowski, Interim Director Belmont County DJFS	<u>9/9/13</u> Date
<u>Gary Obloy /s/</u> Gary Obloy, Executive Director Belmont County CAC	<u>9/11/13</u> Date
<u>Ginny Favede /s/</u> Ginny Favede Belmont County Commissioner	<u>9/11/13</u> Date
<u>Matt Coffland /s/</u> Matt Coffland Belmont County Commissioner	<u>9/11/13</u> Date

_____ Charles Probst Belmont County Commissioner	_____ Date
--	---------------

Approved as to form:  
David K. Liberati /s/  
David Liberati  
Asst. Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE PURCHASE AUTHORIZATION FOR SIMPLEXGRINNELL TO RENEW THE QUARTERLY WET SPRINKLER TEST & INSPECTION AND ANNUAL BACKFLOW TEST AGREEMENT FOR THE BELMONT CO. JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Purchase Authorization for SimplexGrinnell to renew the Quarterly Wet Sprinkler Test & Inspection and Annual Backflow Test agreement for the Belmont County Jail in the amount of \$1,171.40, effective July 1, 2013 to June 30, 2014.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM HITEK SECURITY SOLUTIONS FOR 13 SECURITY CAMERAS AT THE BELMONT COUNTY COURTHOUSE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from HITEK Security Solutions in the amount of \$21,128.00 for all labor and materials required to install and program 13 security cameras in and around the Belmont County Courthouse.

*Note: This is the second phase of the security upgrade project started in September, 2012.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM H.E. NEUMANN TO REFURBISH HOT WATER TANK #2 AT THE BELMONT COUNTY JAIL**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from H.E. Neumann in the amount of \$26,649.99 for all labor and materials required to refurbish hot water tank #2 at the Belmont County Jail.

*Note: Tank #1 was refurbished in 2012.*

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

Proposal Date	Proposal Number	Agreement No.
---------------	-----------------	---------------

09/10/2013	24262	
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**BY AND BETWEEN:**

H. E. Neumann  
2100 Middle Creek Road  
Triadelphia, WV 26059

**AND**

Belmont County  
101 West Main Street  
St. Clairsville, Ohio 43950

hereinafter CONTRACTOR	hereinafter CUSTOMER
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**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S)  
BELMONT COUNTY JAIL MECHANICAL ROOM**

We are pleased to confirm our quotation for all labor and materials to refurbish the existing PVI domestic hot water tank that serves the Belmont County Jail. We refurbished tank #1 last year and have now discovered tank #2 leaking on the burners which is causing erratic operation and will eventually become non-operational. \*\*The tank will need refurbished so that the leaking water does not destroy the new heat exchanger. Included in this quotation are allowances for a new PVI energy kit (heat exchanger) assembly, freight cost for shipping new heat exchanger, allowances to sand blast the interior of the tank and coat with a Belzona tank lining product (to eliminate water leaks) all miscellaneous parts and installation materials and proper system start-up and testing. This repair is protected by a (1) year workmanship and (30) days labor warranty.

We have worked with the supplies and sub-contractors to keep the pricing the same as in 2012.  
TOTAL REPAIR AMOUNT TO REPLACE THE HEAT EXCHANGER ONLY = \$20,221.00  
TOTAL REPAIR AMOUNT TO REFURBISH THE LEAKING TANK (THIS INCLUDES SUB-CONTRACTOR TO SAND BLAST THE INTERIOR OF TANK & APPLY THE NEW TANK LINER\_ = \$9,428.00  
\*TOTAL BUDGET AMOUNT TO REPLACE THE ENTIRE TANK (WOULD REQUIRE REMOVING SECTION OF ROOF TO CRANE TANK OUT) = \$80,000.00

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

**CONTRACTOR**

John D. Longwell /s/

**Approved For Contractor**

John D. Longwell /s/

Project Sales Manager

09/11/13

Date

**CUSTOMER**

Ginny Favede /s/

Ginny Favede

President

9/11/13

Date

Upon roll call the vote will be as follows:

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

**11:00 Emily Allen, Motorola Solutions, Inc. and Bryan Minder, Acting Director, Belmont County 911  
Re: Municipal Lease Agreement for 911 radio equipment**

Mrs. Favede asked what was the schedule after the paperwork was signed. Mr. Minder stated once signed they will get together with Motorola and schedule the Detail Design Review meeting. They will set schedules and everything will move forward from there. Mrs. Favede asked when will we see equipment in place. Mr. Minder said the equipment will be ordered immediately after the Detail Design Review. Ms. Allen said they expect the tower site equipment to ship out by the end of the year and the first 4 to 6 months of next year would be installation, optimization and testing. A rough estimate she guesses would be next summer to be completely cut over. That can change based on issues that pop up with cut over. They would set a concrete schedule at the Detail Design Review and then any deviations from that schedule would be covered with a zero cost change order. Mr. Minder said that one of the first things that would be delivered prior to the onsite equipment and tower equipment would be the radios themselves. Those will be out and in use prior to any of the backbone part of the system being put in place. Those will ship out this month. The radios can be installed and programmed before the other items ship out which helps the overall schedule. Mrs. Favede said this particular agreement with Motorola is actually putting into effect and committing the financial arrangement that was put into place with the Belmont Co. 911 levy that was passed in November of 2012. This commits pretty much all of that money that will come in from the levy to completely upgrade the 911 system for Belmont County. Mrs. Favede said it is also important to acknowledge that we chose to do a stand alone. We looked at the MARCS system, but we did not feel that it was appropriate to utilize levy dollars to purchase equipment and then sign over ownership of that equipment to the state of Ohio. Belmont Co. 911 has always owned its own equipment and will continue to do so. Mr. Coffland noted for the record that we did shop outside of Motorola to look for the best rate to borrow \$3.6 million. By going with this lease we are locked into a 4 year interest rate of 2.89 and we could not find that in the open market to have a fixed rate. He said we worked with the Auditor to find the best deal that we could.

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT  
TO SIGN THE EQUIPMENT LEASE-PURCHASE AGREEMENT WITH MOTOROLA  
SOLUTIONS, INC./BELMONT CO. 911**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commission President Ginny Favede to sign the Equipment Lease-Purchase Agreement # 23447 with Motorola Solutions, Inc. for the Belmont County 911 radio equipment upgrade project as follows:

Total Project Cost: \$4,400,000.00  
Estimated Down Payment: \$800,000.00  
Amount financed: \$3,600,000.00  
Term: 4 years

Payment Term: 4 annual (arrears) payments of \$965,951.08. 1<sup>st</sup> payment due October 1, 2014, remaining payments due annually thereafter.  
Interest Rate: 2.89%

**EQUIPMENT LEASE-PURCHASE AGREEMENT**  
**Lease Number: 23447**

**LESSEE:**  
**BELMONT COUNTY**  
68331 Bannock Road.  
Saint Clairsville, OH 43950

**LESSOR:**  
Motorola Solutions, Inc.  
1303 E. Algonquin Rd.  
Schaumburg, IL 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees, to the extent not prohibited by law, that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense,

penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at

Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 11th day of September, 2013.

**LESSEE:**  
**BELMONT COUNTY**  
By: Ginny Favede /s/  
Title: President

**LESSOR:**  
**MOTOROLA SOLUTIONS, INC.**  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement # 23447 dated September 11, 2013 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.

David K. Liberati /s/  
Attorney for **BELMONT COUNTY**

**DISCUSSION** – Mrs. Favede noted for the record that the estimated down payment of \$800,000.00 is what will be collected to date by the Auditor’s Office on real estate property value by the time we actually make that payment. That is the amount of money that is physically in the bank to make the first payment. Mr. Coffland thanked the voters of Belmont County for voting in a five (5) year, one mil levy for the 911 upgrade. This would not be possible without the vote of the people.

Upon roll call the vote was as follows:

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

**BREAK**

**RECONVENED MONDAY, SEPTEMBER 16, 2013. ALL COMMISSIONERS PRESENT.**

**DISCUSSION HELD RE: RICE ENERGY LEASE ISSUES** – Present for today’s discussion regarding a proposed lease were Prosecutor Chris Berhalter and Colin Peck of Rice Energy. The Prosecutor made suggestions to language changes. He suggested adding a sentence on Page 6 to read, “while the parties understand the Lessee may be requesting said agreement, Lessor is under no obligation to enter into the same.” He then referred to Royalty payments and where Rice Energy had changed the second paragraph regarding the Order Of Payment. Mr. Berhalter would like to add to the front paragraph “payment within 120 business days unless” and then kick it right to the title defect information. He wanted it part of the lease and not part of the Order of Payment. Mrs. Favede asked that the Enhancement Clause be explained. Mr. Peck said where the Enhancement Clause will benefit the county is in the products that are produced from the Tacoma properties and everything west in the wet gas area. In Richland and everything to the east, if dry gas comes up out of the ground and simply goes through a couple of scrubbers and out the other side to the pipeline; that is piped away. It’s the wet gas attributes that can be enhanced and bring more in their enhanced form than their raw form.

**DISCUSSION HELD RE: BCDJFS FEDERAL MONIES** – Interim Director Lisa Fijalkowski advised the board BCDJFS has an extra \$200,000.00 that has to be spent by September 30. She presented two plans. One would give monies to Children Services for items and clothing for kids. She has a plan for the OWF people who are attending school right now and they would be able to offer them a laptop and/or a printer or both and clothes for their kids also. Children Services added in their Parent Caretaker cases so anyone receiving OWF would be eligible. They counted up the total of all people they have and \$171,000 is what would be spent. The people in this group are the most vulnerable of all families served by BCDJFS.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:55P.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 1:30 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn executive session.  
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 1:40P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 1:55 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn executive session  
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF OFFERING EMPLOYMENT FOR THE POSITION  
OF PROGRAM COORDINATOR FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mrs. Favede, seconded by Mr. Probst to offer employment to David Hacker as Program Coordinator for senior services, effective September 30, 2013, at an annual salary of fifty-five thousand dollars (\$55,000.00) plus benefits; Mr. Hacker will be subject to a 120 day probation period.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF OFFERING  
EMPLOYMENT FOR DIRECTOR OF BCDJFS**

Motion made by Mr. Coffland to offer employment to Dwayne Pielech as Director of Belmont County Department of Job & Family Services.  
**Motion died for lack of a second.**

**IN THE MATTER OF ADJOURNING MEETING**

Motion made by Mrs. Favede to adjourn.

**Motion died for lack of a second.**

***DISCUSSION-Commissioner Probst asked that the meeting be left open for a possible discussion with Spectra Energy tomorrow.***

**IN THE MATTER OF THE VACATION OF  
PORTIONS OF TWO CUL-DE-SACS WITHIN  
PULTNEY TWP. RD. 1638 (OHIO RIVERVIEW RD.)  
SEC. 28, T-2, R-2/ RD IMP 1118**

**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 11th day of September, 2013, at the office of the Commissioners with the following members present:*

Mrs. Favede  
Mr. Coffland

*Mrs. Favede moved the adoption of the following:*

**RESOLUTION**

*WHEREAS, On the 11th day of September, 2013, 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 September 2013 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or*

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against said proposed improvement, <sup>2</sup> 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:

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

Adopted September 11, 2013

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

**Reconvened September 17, 2013. Present: Commissioners Coffland and Probst. Absent: Commissioner Favede**



**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 2:10 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 2:10 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of September 2013.

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\_\_\_\_\_ COUNTY COMMISSIONERS

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK