

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

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

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

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

IN THE TOTAL AMOUNT OF \$1,788,510.82

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0257-A017-A00.000 Contingencies	E-0257-A015-A15.074 Transfers-Out	\$37,981.00

Will be transferred to Engineer's D00 Fund for Paving/Lash-Change Order #1

P53 SSD #2 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P15.000 Other Expenses	E-3705-P053-P16.074 Transfers Out	\$30,000.00

S12 BELMONT COUNTY PORTA AUTHORITY FUND

FROM	TO	AMOUNT
E-9799-S012-S07.000 Professional Services	E-9799-S012-S04.010 Supplies	\$100.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

BELMONT COUNTY GENERAL FUND AND THE ENGINEER'S ROAD & BRIDGES FUND/D00

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1655-D000-D05.574 Transfers In	\$37,981.00

For (Engineer) Lash Paving-Change Order #1

Y51 PRE-PAYMENT TRAILER TAX/MFD HOMES FUND AND THE Y21 UNCLAIMED MONIES FUND/TREASURER

FROM	TO	AMOUNT
E-9851-Y051-501.000 Pre-Payment Trailer Tax/MFD Homes	R-9821-Y021-Y04.574 Transfers In	\$ 36.01

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated September 23, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

GENERAL FUND-\$9,380.65 deposited into R-0050-A000-B00.500 on 09/04/15-Sale of DeVault property

\$297.49 deposited into R-0050-A000-A45.500 on 08/14/15-CORSA Reimbursement-Sheriff

N11/911-\$748,467.40 from 2015 Real Estate Tax Settlements/balance needed to process 10-01-15 lease payment to Motorola

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:

DJFS - Corey Alexander, Kim Rico, Sarah Horne, Erin Greenwood, Kathy Probst, Kara Purtiman, Cindy Berry, Karie Hunkler and David Badia to Columbus, OH, on October 18-20, 2015, for a CSEA Fall Conference. County vehicles will be used for travel. Jim Kapolka, Bernie Brandon and Jim Dyrdek to Zanesville, OH, on October 26, 2015, for a Day care training. Estimated expenses: \$5,851.35

SSD - William Eddy, Daniel Farmer and Brian Ware to New Philadelphia, OH, on September 22, 2015 to attend an RCAP Small Water System Compliance Training Seminar. A county vehicle will be used for travel.

SENIOR SERVICES - Daisy Braun to Coshocton, OH, on October 5, 2015, for a senior center outing. Sue Hines to Roscoe Village for a senior center outing. All Senior centers of Belmont County to Marietta, OH, on October 13, 2015, for an outing. All Senior centers of Belmont

September 23, 2015

County to Wheeling, WV, on October 13, 2015, for an outing. Mike McBride to Wheeling, WV, on October 15, 2015, for a senior center outing. County vehicles will be used for travel.

VETERANS – Lucinda Maupin, Robert Nixon, Keith Rejonis and Kari Dillon to Columbus, OH, on Sept. 22-25, 2015 for New Service Officers training.

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 19, August, 26 and September 2, 2015.

Upon roll call the vote was as follows:

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

REMINDER-The Board's next regular meeting will be on Tuesday, September 29, 2015 at 9:00 a.m. instead of on Wednesday, September 30.

IN THE MATTER OF ENTERING INTO A ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH GULFPORT ENERGY, CORP./SINGH AND DORSEY PAD

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreement for Drilling Projects and Infrastructure** with Gulfport Energy Corp., effective September 23, 2015, for the use of 1.8 miles of CR 4 (Barton Road) for the purpose of ingress and egress for "Drilling Activity" at the Singh and Dorsey Pad.

Note: No Bond required per Fred Bennett, County Engineer. Gulfport Energy will pave the road prior to start.

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

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and Gulfport Energy Corporation, whose address is 14313 North May Avenue, Suite 100, Oklahoma City, Oklahoma 73134 (Hereafter "Operator"), and shall be as follows:

RECITALS

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

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Singh and Dorsey pads including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Singh and Dorsey pads (hereafter collectively referred to as "oil and gas development site") located in Richland and Colerain Townships, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 1.8 miles of CR 4, Barton Road for the purpose of ingress to and egress from the Singh and Dorsey pads for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the Singh and Dorsey pads (hereinafter referred to collectively as "Drilling Activity"); and

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

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

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

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

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

1. The portion of CR 4, Barton Road, to be utilized by Operator hereunder, is that exclusive portion beginning at the City/County line and going north for 1.8 miles to the Dorsey pad entrance. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 4 for any of its Drilling Activities hereunder.

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

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

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

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

6. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator.

The amount of the bond or surety shall be in an amount of N/A & 00/100 DOLLARS (\$ N/A .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
 - b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
 - c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.
7. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.
 8. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.
 9. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.
 10. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.
 11. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.
 12. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.
 13. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.
 14. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.
 15. Agreement shall be governed by the laws of the State of Ohio.
 16. This Agreement shall be in effect on Sept. 23, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: Ginny Favede/s/

Commissioner

By: Mark A. Thomas/s/

Commissioner

By: Matt Coffland/s/

Commissioner

By: Fred F. Bennett/s/

Fred Bennett, County Engineer

Dated: 9-23-15

Approved as to Form:

David K. Liberati/s/

Assistant

County Prosecutor

Operator

By: Doug Schrantz/s/

Printed name: Doug Schrantz

Company Name: Gulfport Energy Corporation

Title: Director of Infrastructure

Dated: 7/8/15

Appendix A

This RUMA is approved upon meeting the requirements of the Belmont County Sanitary Sewer District for crossing water and sewer lines.

You must contact the BCSSD for their requirements at 740-695-3144.

Operator shall:

The major portion of this road has been upgraded already by the operator. The rest of the road will be upgraded in the near future.

- 1) Provide for videotaping of the route prior to Drilling Activity, however the Authority shall have the option to provide a representative to be present during the videotaping of such route.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR 4 in accordance with the attached plans and/or county standards.
- 4) Maintain CR 4 during Drilling Activities for those damages caused by Operator's Drilling Activities.
- 5) 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 Drilling Activities.
- 6) 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.
- 7) Properly complete and submit to the Belmont County Commissioner's designated Prevailing Wage Coordinator (Jack Regis (740)310-3402) any and all forms and reports necessary to show Operator's compliance with Ohio's Prevailing Wage laws.

Authority shall:

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

Upon roll call the vote was as follows:

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

September 23, 2015

Discussion-Mr. Thomas noted the county is ditching and adding some culvert this week. Gulfport will pave 1.8 miles of CR4 Barton Road and the county will pave the remainder into Barton.

IN THE MATTER OF PLAT OF _____] [Belmont Co. Commissioners
JW DELANEY ROAD (PRIVATE) _____] [Courthouse
SMITH TOWNSHIP SEC 22, T-6, R-4 _____] [St. Clairsville, Ohio 43950
_____] [Date September 23, 2015

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of JW Delaney Road (Private), Smith Township Section 22, T-6, R-4, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION

Revised Code Sec. 711.05

To: Janette C. Carson, F.O., Smith Township Trustees, 45636 Hart Road, Belmont, OH 43718.

You are hereby notified that the 7th day of October, 2015, at 9:45 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

Mail by certified return receipt requested

cc: Smith Township Trustees

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING PRELIMINARY LEGISLATION
RESOLUTION EMPOWERING BELMONT COUNTY ENGINEER, ON BEHALF
OF THE BOARD OF COUNTY COMMISSIONERS, TO ENTER INTO CONTRACT
WITH DIRECTOR OF OHIO DEPT. OF TRANSPORTATION/ PROJECT BEL-70-14.24,
PID NO. 80599/RECONSTRUCTION IR 70, US 40 AND SR 331 INTERCHANGE

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the Preliminary Legislation resolution empowering the Belmont County Engineer, on behalf of the Board of Belmont County Commissioners, to enter into contracts with the Director of the Ohio Department of Transportation to complete Project BEL-70-14.24, PID No. 80599 for the reconstruction of the IR 70, US 40 and SR 331 interchange.

Note: The entire cost of the project will be borne by ODOT less the amount of the actual costs to relocate the portions of the county-owned water and sewer lines which are in ODOT's right-of-way and are in conflict with the project. This cost is estimated to be \$900,000 and the county agrees to pay the actual costs up to that amount.

PRELIMINARY LEGISLATION

RC 5521.01

Resolution# _____

PID No. 80599

County/Route/Section BEL-70-14.24

The following is a **Resolution** enacted by the **Board of County Commissioners of Belmont County**, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the STATE has identified the need for the described project:

The reconstruction of the IR 70, US 40 and SR 331 interchange as follows: The project shall consist of pavement widening and resurfacing of portions of US 40, SR 331, CR 82 (Airport Road) and TR 99 (Hammond Road). Also included is the relocation of portions of TR 1518 (Covered Bridge Road) and Hammond Road. The Hammond Road connection with SR 331 will be relocated with a new two lane roadway between Hammond Road and SR 331 along the north property line of Fox Shannon Park. Work on the project also includes bridges being replaced on IR 70 over US 40 and on SR 331 over IR 70, construction of storm sewer, curb, bike path, traffic signals, necessary traffic control devices and appurtenances needed to complete the project.

NOW THEREFORE, be it ordained by the **Board of County Commissioners of Belmont County**, Ohio.

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

ODOT shall assume and bear the entire cost of the improvement less the amount of the actual costs to relocate the portions of the county-owned water and sewer lines which are in ODOT's right of way and are in conflict with the project. This cost is estimated to be \$900,000.00. The LPA agrees to pay the actual costs to relocate said county-owned utilities up to a maximum amount of \$900,000.00. If actual costs for said utility relocation work exceed this amount, ODOT will assume and bear the balance.

In addition, in the event the LPA requests certain features or appurtenances be included in the project, and which features and appurtenances are determined by the state and FHWA to be not necessary for the project, the LPA agrees to pay One Hundred Percent (100%) of the cost of those items.

SECTION IV - Utilities and Right-of-Way Statement

The LPA grants permission to the Director of the Ohio Department of Transportation to acquire in the name of the LPA all necessary right of way required for the described project.

The LPA agrees to be responsible to ensure that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The County Engineer of said Belmont County is hereby empowered on behalf of the Board of Commissioners of Belmont County to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: September 23, 2015.

(Date)

Attested: Jayne Long /s/

(Clerk)

Attested: Jayne Long /s/

Matt Coffland /s/

(Commissioner)

Mark A. Thomas /s/

September 23, 2015

(Clerk) (Commissioner)
Attested: Jayne Long /s/ Ginny Favede /s/
(Clerk) (Commissioner)

This Resolution is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Upon roll call the vote was as follows:

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

Discussion – Mr. Thomas said the project will begin next year. The entire cost of the project will be covered by ODOT, less the amount the actual cost to relocate the portions of the county owned water and sewer lines, which are in ODOT’s right-of-way. The estimated cost to move the water and sewer lines is \$900,000. The county agrees to pay up to that amount and funding is in place.

IN THE MATTER OF APPROVING AND SIGNING AN AMENDMENT TO VENDOR AGREEMENT WITH NCR FOUNDATION/JOB & FAMILY SERVICES

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign an amendment to the Vendor Agreement with NCR Foundation that is in effect for the period September 23, 2015 through December 31, 2015, on behalf of Belmont County Department of Job & Family Services, to increase the maximum amount of the agreement from \$125,000.00 to \$175,000.00 due to increases in usage.

Note: NCR Foundation provides transportation services for Title XIX individuals for medical appointments.

AMENDMENT TO VENDOR AGREEMENT WITH NCR FOUNDATION

The parties agree to increase the maximum amount of the agreement from \$125,000.00 to \$175,000.00 due to increases in usage. This is an increase of \$50,000.00 that will be in effect September 23, 2015 through December 31, 2015. All other terms of the agreement remain unchanged. This amendment takes effect upon signatures of all parties.

Vince Gianangeli/s/ 9/23/15
Vince Gianangeli, Director Date
Van J. Ambrose/s/ 9/14/15
Van J. Ambrose Date
Mark A. Thomas/s/ 9/23/15
Belmont County Commissioner Date
Ginny Favede/s/ 9/23/15
Belmont County Commissioner Date
Matt Coffland/s/ 9/23/15
Belmont County Commissioner Date
David K Liberati/s/ 9/17/15
Belmont County Prosecutor Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR REPLACEMENT OF ROOF AND GUTTERS/OAKVIEW SENIOR SERVICES/RECORDS BUILDING

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the replacement of the roof and gutters on the Belmont County Oakview Senior Services/Records Building and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

BELMONT COUNTY COMMISSIONERS LEGAL NOTICE

Advertisement for Invitation for Bids

Notice is hereby given that sealed bids will be accepted by the Belmont County Commissioners for the **replacement of the roof and gutters on the Oakview Senior Services/Records Building**, located at 45240 National Road, St. Clairsville, Ohio 43950. Specifications for this project may be obtained during the mandatory pre-bid meeting scheduled for October 8, 2015 at 9:00 a.m. at the main entrance of the Oakview building.

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

BID NAME: Oakview Roof & Gutter Replacement Project
DUE DATE/TIME: October 21, 2015 at 10:00 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 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.

Any questions regarding these requirements should be directed to Jack Regis, Facilities Manager for Belmont County, at (740) 310-3402 during normal business hours.

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

Times Leader Advertisement: September 28 and October 5

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR A REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES/ RENOVATIONS BELMONT COUNTY COURTHOUSE EXTERIOR

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise a **Request for Qualifications** for architectural services for renovations to the Belmont County Courthouse exterior.

NOTICE

REQUEST FOR QUALIFICATIONS

The Board of Commissioners, Belmont County, Ohio is accepting qualifications from design professionals with experience in historic renovations for renovations to its historic Courthouse including, but not limited to, restoration of the exterior masonry and building envelope. A more detailed public announcement of the types of anticipated required services and the qualifications sought may be obtained at the Commissioners Office, 101 W. Main Street, St. Clairsville, Ohio 43950 between the hours of 9:00 a.m. and 4:00 p.m. daily, Monday through Friday. Statements of qualification will be accepted until 4 pm on Friday, October 30, 2015.
Times Leader Ad two (2) Tuesdays-October 6 and 13, 2015

Upon roll call the vote was as follows:

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

Discussion-Mrs. Favede noted this is not only to preserve the historical nature of the building, but also it has become a liability. The mortar is deteriorating and large pieces are falling off the building due to damage done in the 1970's from power washing with chemicals. An architect that has experience in historical buildings is needed for this project. Mr. Coffland noted Casino money is being used upgrade county owned buildings.

**IN THE MATTER OF ACCEPTING THE RESIGNATION
OF JOHN CARLIER, FISCAL ADMINISTRATOR/
TRANSPORTATION DIRECTOR/SSOBC**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the resignation of Mr. John Carlier, Fiscal Administrator/Transportation Director for Senior Services of Belmont County, effective October 28, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR A FISCAL
ADMINISTRATOR/TRANSPORTATION DIRECTOR/SSOBC**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for a Fiscal Administrator/Transportation Director for Senior Services of Belmont County.

Upon roll call the vote was as follows:

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

*This motion was rescinded and redone on September 29, 2015

**IN THE MATTER OF ADEVERTISING FOR ONE FULL-TIME AND
ONE INTERMITTENT LICENSED PRACTICAL NURSE/JAIL/SARGUS CENTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for one full-time and one intermittent licensed practical nurse for the Belmont County Jail/Sargus Center.

**JOB POSTING
LICENSED PRACTICAL NURSE
BELMONT COUNTY JAIL**

The Belmont County Board of Commissioners is currently accepting applications/resumes for a full-time and intermittent position of Licensed Practical Nurse. The position is located at the Belmont County Jail and Sargus Juvenile Center. This position is responsible for but not limited to: dispensing medication, first aid and assessing inmates' medical condition.

Current LPN license in the state of Ohio and certification in pharmacology required. Must be able to work a variety of shifts.

Compensation TBD. County Benefits.

EEO/ADA/AA

To apply please contact:

Belmont County Connections
302 Walnut St.
Martins Ferry, OH 43935
(740)633-5627

Deadline for applications is October 12, 2015

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING THE MOTION TO APPROVE THE
HIRING OF CANDACE FLEAGANE AS INTERMITTENT EMPLOYEE/
BELMONT COUNTY ANIMAL SHELTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to rescind the motion of July 29, 2015, to approve the hiring of Candace Fleagane as an intermittent employee for the Belmont County Animal Shelter, based upon the recommendation of Angela Hatfield, Shelter Director.

Note: Ms. Fleagane has declined the position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION
AUTHORIZING CLEMANS, NELSON, & ASSOCIATES, INC.
TO INITIATE SUCCESSOR CONTRACT NEGOTIATIONS ON
BEHALF OF BELMONT COUNTY BOARD OF COMMISSIONERS FOR
SENIOR SERVICES AND BUILDING AND GROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the following resolution:

Resolved, that Clemans, Nelson & Associates, Inc. is authorized to initiate successor contract negotiations with AFSCME on behalf of the Belmont County Board of Commissioners for the Senior Services of Belmont County (SSOBC) bargaining unit and the Building and Grounds bargaining unit, and to file the necessary paperwork as the employer's representative.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION
 TO ENGAGE MARK J. LUCAS AS SPECIAL COUNSEL
 TO ASSIST WITH SENIOR SERVICES AS NEEDED**

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

“Resolved that Mark J. Lucas, is engaged as special counsel to assist the Board of Commissioners and Senior Services of Belmont County (SSOBC) with senior services as requested from time to time by the Commissioners (or by the Director of SSOBC with the approval of the Commissioners); the rate for legal services to be \$150 per hour plus reasonable and necessary expenses, and mileage being at the IRS rate at the time the mileage is incurred. In particular, the Commissioners approve the SSOBC Director’s request that Lucas assist the SSOBC and the Commissioners with soliciting new bids and contracting for homemaker services.”

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION
 ESTABLISHING THE COMPENSATION FOR
 SCHWENDEMAN AGENCY, INC. FOR ADVISORY AND
 BROKERAGE SERVICES RE: HEALTH INSURANCE**

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

Be it resolved, that the Belmont County Commission has decided to compensate the Schwendeman Agency, Inc. \$12.00 per employee per month for those enrolled in medical coverage for advisory and brokerage services vs. the 1.3% of premium they currently receive.

Commission is currently billed as part of the health insurance premium via the carrier and would continue to be done in that manner. The majority of Schwendeman Agency, Inc. compensation arrangements are on a per member per month basis. This change is to take effect plan year 1/1/16 and remain the same in future years unless another fee is agreed upon by Belmont County Commission and the Schwendeman Agency, Inc.

Upon roll call the vote was as follows:

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

Adopted this 23rd day of September, 2015

Mark A. Thomas /s/
 Mark A. Thomas, President
Ginny Favede /s/
 Ginny Favede, Vice-President
Matt Coffland /s/
 Matt Coffland

**IN THE MATTER OF APPROVING CHANGE ORDER NUMBER #1
 FROM LASH PAVING COMPANY/ADDITIONAL PAVING FULTON HILL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve Change Order Number 1 from The Lash Paving Company in the amount of \$38,731.00 for an additional 2,075 linear feet of paving for Fulton Hill.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord commented on a Times Leader article on toxic waste related to the proposed “cracker plant.” Mr. Coffland noted that the EPA monitors such facilities.

**IN THE MATTER OF BID OPENING FOR THE
 FLUSHING SENIOR CENTER RENOVATION**

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners’ Office for the Flushing Senior Center Renovation, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Colaiani Construction, Inc. 2141 St. Route 150 Dillonvale, OH 43917	X	\$184,000.00 - Base Bid (6 Alternate Bids)
Walters Construction, Inc. 600 Fulton Street Wheeling, WV 26003	X	\$198,000.00 – Base Bid (6 Alternate Bids)

Present for the bid opening were Danny Popp, DD&P & Associates and Carol Colaiani.

Mr. Thomas noted in late spring the purchase was finalized for the old post office building in Flushing which will be used for the senior center.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the Flushing Senior Center Renovation Project to Danny Popp, DDP & Associates, for review and recommendation.

Upon roll call the vote was as follows:

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

Discussion – Mr. Popp said they hope to get the renovation underway and be done by Christmas time. The building needs to be made handicapped accessible.

**IN THE MATTER OF INTRODUCING ANITA PETRELLA,
 EXECUTIVE DIRECTOR, JB GREEN TEAM**

9:45 Introduction of Anita Petrella, Executive Director, JB Green Team

Present were Anita Petrella and Tammy Shepherd, JB Green Team.

Mrs. Favede, who is serving as Chair of the Jefferson Belmont Regional Solid Waste Authority, introduced Ms. Petrella. Ms. Petrella has been with JB Green Team since 2012 and has been promoted from within. Ms. Petrella said she hopes the J. B. Green Team can be of assistance to Jefferson and Belmont County residents regarding recycling, litter clean-ups and anything of that nature. She welcomes calls and suggestions. She said on October 17, 2015, there will be a Household Hazardous Waste cleanup in the Sears parking lot at the Ohio Valley Mall. Mrs. Favede noted changes are being made within JB Green Team to reduce overhead. Ms. Petrella retained her responsibilities as Program Director when she became Executive Director which eliminated one position. Mrs. Favede said they are also looking for one central location for offices instead of two to reduce rent costs. Ms. Petrella introduced Tammy Shepherd, Belmont County Program Director. Mr. Thomas thanked Ms.

September 23, 2015

Shepherd for the wonderful job she does. Mr. Thomas said it is important for everyone to know, especially in light of the assessment issue, that the JB Green Team is not a private entity, it is required by Ohio law.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION
AT 10:37 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:14 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to exit executive session.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:15 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to adjourn the meeting at 11:15 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 29th day of September, 2015.

Mark A. Thomas /s/_____

Ginny Favede /s/_____ COUNTY COMMISSIONERS

Matt Coffland /s/_____

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

Mark A. Thomas /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK