

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 Mrs. Favede, 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 \$1,042,875.62**

Upon roll call the vote was as follows:

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0082-A002-C21.012 Equipment	E-0082-A002-C20.010 Supplies	\$3,108.32
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A15.007 Unemployment	\$132.09

**H00 PUBLIC ASSISTANCE FUND/BCDJFS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H02.010 Supplies	E-2510-H000-H01.002 Salaries	\$50,000.00
E-2510-H000-H05.000 Public Assistance	E-2510-H000-H12.003 PERS	\$20,000.00
E-2510-H000-H13.004 Workers Comp	E-2510-H000-H07.000 Purchase Services	\$25,000.00
E-2510-H000-H14.007 Unemployment	E-2510-H000-H07.000 Purchase Services	\$20,000.00
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H01.002 Salaries	\$50,000.00
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H07.000 Purchase Services	\$15,000.00

**H05 WORKFORCE DEVELOPMENT FUND/BCDJFS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2600-H005-H01.000 In-School Youth	E-2600-H005-H02.000 Out-of-School Youth	\$20,000.00
E-2600-H005-H16.000 DOL Coal Grant	E-2600-H005-H04.000 Dislocated Worker	\$200,000.00

**K00 MVGT-ENGINEER'S FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2811-K000-K02.002 Salaries	E-2812-K000-K16.013 Contract-Projects	\$40,000.00
E-2811-K200-K10.006 Hospitalization	E-2812-K000-K16.013 Contract-Projects	\$20,000.00
E-2812-K000-K11.002 Laborers	E-2812-K000-K16.013 Contract-Projects	\$21,999.00
E-2812-K000-K20.006 Hospitalization	E-2812-K000-K16.013 Contract-Projects	\$35,000.00
E-2813-K000-K25.002 Laborers	E-2812-K000-K16.013 Contract-Projects	\$40,000.00
E-2813-K000-K39.006 Hospitalization	E-2812-K000-K16.013 Contract-Projects	\$35,000.00

**P51 SSD #1 REVENUE FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3704-P051-P15.000 Other Expenses	E-3704-P051-P16.074 Transfers Out	\$5,000.00

**S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1520-S077-S03.003 PERS	E-1520-S077-S04.006 Hospitalization Ins.	\$1,866.62

**W98 CEBCO WELLNESS GRANT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1498-W098-W05.000 2015 Expenses	E-1498-W098-W09.000 2016 Expenses	\$ 5,930.49

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers between funds as follows:

**GENERAL FUND AND THE NOTE RETIREMENT-2014 WATER SYSTEM IMPROVEMENT FUND/O50**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9250-O050-O10.574 Transfers In	\$ 435.88

**GENERAL FUND AND THE PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND/W80**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1511-W080-P07.574 Transfers In	\$14,117.46

*To fulfill required match for grant number 2017-VOCA-43553262--Grant Period 10/01/16-09/30/17.*

**GENERAL FUND AND THE CEBCO WELLNESS GRANT FUND/W98**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1498-W098-W05.574 Transfers In	\$ 165.51

*To fulfill local match requirement for 2016 Grant (will be reimbursed by CEBCO).*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes

Mr. Coffland Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 4, 2016\*\***

**P80 OAKVIEW ADMINISTRATION BUILDING FUND**

E-5000-P080-P03.000	Utilities	\$9,000.00
E-5000-P080-P06.000	Maintenance & Repair	\$5,000.00

**\*\*OCTOBER 26, 2016\*\***

**GENERAL FUND**

E-0051-A001-A08.000	Travel and Expenses	\$152.00
<i>Reimbursement of cancelled pre-paid hotel reservation/K. Bayness.</i>		
E-0055-A004-B19.000	County Buildings	\$ 493.82
E-0061-A002-B05.000	Intense Probations-Clerk of Courts	\$7,646.49
E-0257-A015-A15.074	Transfers-Out	\$ 435.88

**E10 9-1-1 FUND**

E-2200-E010-E07.000	Other Expenses	\$1,902.00
---------------------	----------------	------------

**E11 9-1-1 WIRELESS FUND**

E-2300-E011-E01.011	Contract Services	\$13,285.09
---------------------	-------------------	-------------

**H00 PUBLIC ASSISTANCE FUND/BCDJFS**

E-2510-H000-H25.000	CCMEP TANF Reg-CDJFS LEAD	\$532,227.00
E-2510-H000-H26.000	CCMEP TANF Admin-CDJFS LEAD	\$ 39,530.00

**H05 WORKFORCE DEVELOPMENT FUND/BCDJFS**

E-2600-H005-H16.000	DOL Coal Grant	\$200,000.00
---------------------	----------------	--------------

**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L01.002	Salaries	\$1,833.33
---------------------	----------	------------

**N41 ISSUE TWO MONIES FUND**

E-9041-N041-N10.055	Project Payments	\$37,002.22
---------------------	------------------	-------------

**N43 ENGINEER ODOT GRANT PROJECTS**

E-9043-N043-N06.000	ODOT PID #98761	\$149,554.24
---------------------	-----------------	--------------

**O51 BOND RETIREMENT-2014 REFUNDING 97 BOND**

E-9251-O051-O01.050	Principal Loan Payments	\$158,796.65
---------------------	-------------------------	--------------

**O52 BOND RETIREMENT-2014 REFUNDING 92 BOND**

E-9252-O052-O01.050	Principal Loan Payments	\$73,504.62
---------------------	-------------------------	-------------

**S12 PORT AUTHORITY FUND**

E-9799-S012-S07.000	Professional Services	\$105,350.00
---------------------	-----------------------	--------------

**S31 NSLA-OAKVIEW JUVENILE FUND**

E-8011-S031-S02.000	Food (NSLA/Meal Ticket)	\$52.50
---------------------	-------------------------	---------

**T11 COMMISSIONERS CDBG FUND**

E-9702-T011-T01.000	Grants	\$298,703.00
---------------------	--------	--------------

**W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND**

E-1511-W080-P01.002	Salaries	\$9,514.46
E-1511-W080-P05.003	PERS	\$550.00
E-1511-W080-P07.006	Hospitalization	\$3,000.00
E-1511-W080-P08.005	Medicare	\$200.00
E-1511-W080-P15.000	Rent	\$608.00
E-1511-W080-P16.000	Consultant	\$500.00

Upon roll call the vote was as follows:

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

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

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

**BELOMAR REGIONAL COUNCIL/T 11 FUND-\$1,585.00 DRAW #196** deposited into R-9702-T011-T01.501 on 10/24/16.

**BELOMAR REGIONAL COUNCIL/T 11 FUND-\$297,118.00 DRAW # 1 & 195** deposited into R-9702-T011.T01.501 on 10/25/16.

**OIL & GAS RECEIPTS/GENERAL FUND-\$435.88** deposited into R-0050-A000-A02.500 from 08/31/16-10/04/16.

*Royalties from Gulfport \$ 18.39 on 08/31/16*

*Royalties from XTO Energy \$194.79 on 09/07/16*

*Royalties from XTO Energy \$222.70 on 10/04/16*

**TRANSFER FROM GENERAL FUND TO O50 BOND FUND (OIL & GAS RECEIPTS)-\$435.88** transferred from General Fund to O50 Bond Fund on 10/26/16.

Upon roll call the vote was as follows:

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

**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 October 26, 2016, 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:

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

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

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

**COMMISSIONERS**-Barb Blake, Katie Bayness, Cindy Stock and Sheila Turner to Cambridge, OH, on November 1, 2016, for a BWC Destination Seminar. A county vehicle will be used for travel.

**COURT OF COMMON PLEAS**-Judge J. Mark Costine to Columbus, OH, on November 30, 2016 – December 2, 2016, to attend the Annual Judicial College Conference.

**DJFS**-John Regis, Bonnie White and Marcella Petersavage to Columbus, OH, on November 3, 2016, to attend the CFIS/CCMEP Ledger Set-up Class. John Regis to Athens County on November 15, 2016, to attend the Quarterly Fiscal Meeting. County vehicles will be used for travel. Estimated cost: \$48.00

**ENGINEERS**-Fred Bennett, Terry Lively, Don Pickenpaugh and Shreeza O'Hara to Columbus, OH, on December 4-6, 2016, to attend the CCAO/CEAO Annual Winter Conference. Estimated cost: \$2,800.00

**SENIORS**-Kay Driscoll to Cambridge, OH, on November 8, 2016, to the Dickens Victorian Village for a senior outing. Tish Kinney to Moundsville, WV, on November 15, 17, 22, & 29, 2016, to the Four Seasons Pool for a senior outing. Mary Beth Tennant to Moundsville, WV, on November 17, 2016, to the Guest House Restaurant for a senior outing. Daisy Braun to Pittsburgh, PA, on November 17, 2016, to Robinson Mall and Golden Corral for a senior outing. Sue Hines to Wheeling, WV, on November 18, 2016, to the WesBanco Arena Craft Show for a senior outing. Linda Wells to Woodsfield, OH, on November 21, 2016, to Traditions Restaurant for a senior outing. Ron Strader to Wheeling, WV, on November 22, 2016, to Oglebay Park for a senior outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 12 and October 19, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH OHIO-WV EXCAVATING COMPANY FOR ENGINEERS PROJECT 16-5 BEL-10-20.6**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with Ohio-WV Excavating Company in the amount of \$191,999.00 for the Belmont County Engineer's Project 16-5 BEL-10-20.6 Slip Repair, (Barton-Blaine Road) based upon the recommendation of Fred Bennett, County Engineer.

(Note-100% MVGT funded)

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS PROJECT 16-5 BEL-10-20.6 SLIP REPAIR**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 26<sup>th</sup> day of October, 2016 between **OHIO-WV EXCAVATING COMPANY**, PO Box 128, Powhatan Point, Ohio 43942 and Mark Thomas, Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said **OHIO-WV EXCAVATING COMPANY** hereby agrees to furnish all service, labor, material and equipment and do all work requisite necessary to repair a roadway slip along County Highway 10 (Barton-Blaine Road) in accordance with plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	UNCLASSIFIED EXCAVATION INCLUDING ROCK AND/OR SHALE	\$12,759.00	\$12,759.00
1260 LF	HP 12 X 53 PILING, FURNISHED, DRILLED, ENCASED IN CONCRETE	\$63.00	\$79,380.00
210 EACH	6" X 24" X 44" REINFORCED CONCRETE LASSING	\$130.00	\$27,300.00
LUMP SUM	GRANULAR BACKFILL	\$23,000.00	\$23,000.00
37 CY	BITUMINOUS AGGREGATE BASE (301)	\$240.00	\$8,880.00
25 CY	ASPHALT CONCRETE SURFACE COURSE (448-I)	\$280.00	\$7,000.00
150 LF	TYPE 5 GUARDRAIL REMOVED AND RESET WITH NEW POSTS	\$30.00	\$4,500.00
1 EACH	TYPE A ANCHOR ASSEMBLY, REMOVED AND REPLACED	\$1,400.00	\$1,400.00
400 FT	EDGE LINE	\$1.60	\$640.00
200 FT	CENTER LINE	\$3.20	\$640.00
LUMP SUM	MAINTAINING TRAFFIC – AS PER PLAN NOTE	\$23,500.00	\$23,500.00
LUMP SUM	MOBILIZATION	\$3,000.00	\$3,000.00
	TOTAL		\$191,999.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO-WV EXCAVATING COMPANY** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS  
Mark A. Thomas /s/  
Ginny Favede /s/  
Matt Coffland /s/

OHIO-WV EXCAVATING COMPANY  
BY: W. Roy Lewis /s/  
W. Roger Lewis  
 Print/Type Signature

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ELECTING THE VALUATION METHOD WITH RESPECT TO CORSA COVERAGE FOR COURTHOUSE, FORMER SHERIFF OFFICE AND JAIL & ANNEX I**

Motion made by Mrs. Favede, seconded by Mr. Coffland to elect the valuation method with respect to CORSA coverage for the following buildings:

	Replacement Cost	Reproduction Cost
Courthouse		X
101 W. Main St., St. Clairsville, (Former) Sheriff Office and Jail		X
101 E. Main St., St. Clairsville, Courthouse Annex I (Western Court/Prosecutor's office)	X	

October 26, 2016

147 W. Main St., St. Clairsville

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE VOCA AND SVAA GRANT AWARD AND ACCEPTANCE FORMS/PROSECUTORS VICTIM ASSISTANCE GRANT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the VOCA and SVAA Grant Award and Acceptance Forms for the Grant Period of 10/01/16 – 09/30/17 for the Belmont County Prosecutor’s Victim Assistance Grant as follows:

VOCA Award Number: 2017-VOCA-43553262  
 VOCA Award Amount: \$68,709.84  
 Local Cash Match: \$17,177.46

SVAA Award Number: 2017-SVAA-43553270  
 SVAA Award Amount: \$6,640.00  
 Local Cash Match: \$0.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the Resolution pursuant to Ohio Revised Code 5705.34, .35, accepting the amounts and rates as determined by the Belmont County Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

*Note: This action is necessary annually as part of the budgetary process. The board is accepting the County Auditor’s estimates of revenues to be generated by the tax levies for fiscal year 2017.*

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR (BOARD OF COUNTY COMMISSIONERS)**

**Rev. Code, Secs. 5705.34, .35**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 26<sup>th</sup> day of October, 2016, at the office of the Belmont County Commissioners with the following members present:

Ginny Favede  
Matt Coffland  
Mark A. Thomas

Mrs. Favede moved the adoption of the following Resolution:

**WHEREAS**, this Board of County Commissioners in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1<sup>st</sup>, 2017; and

**WHEREAS**, the Budget Commission of Belmont County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

**RESOLVED**, By the Board of County Commissioners of Belmont County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A**

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR’S ESTIMATED TAX RATES**

FUND	Amount Approved by Budget Commission Inside 10 M. Limitation	Amount to be Derived From Levies Outside 10 M. Limitation	County Auditor’s Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
A. General Fund	\$2,815,000.00		2.30	
D. Children Service Fund		271,400.00		.65
E. Children Service Fund		443,000.00		.35
O. Mental Health Fund		1,598,000.00		1.25
Q. Developmental Disabilities (MRDD)		688,000.00		1.00
Q. Developmental Disabilities (MRDD)		1,496,000.00		2.00
Q. Developmental Disabilities (MRDD)		1,122,000.00		1.50
Q. Developmental Disabilities (MRDD)		2,227,000.00		2.50
Q. Senior Services		509,000.00		.50
Q. Senior Services		1,158,000.00		1.00

October 26, 2016

Q.Senior Services		1,752,000.00		1.50
Q.Road Construction Funds				
Q. Other-Misc Construction Funds				
S. Relief/Welfare Special Levy Funds				
S. Child Welfare Services Special Levy Funds- Children Services				
S. Mental Health Special Levy Funds				
S. Airports and Commerce Special Levy Funds				
S. Special Levy Funds-Senior Citizens				
S. Other-Miscellaneous Special Levy Funds-MRDD				
S. Other Miscellaneous-911 Upgrade		1,178,000.00		1.00
<b>Total</b>	<b>\$2,815,000.00</b>	<b>\$12,442,400.00</b>	<b>2.30</b>	<b>13.25</b>

**SCHEDULE B  
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	Maximum Rate Authorized To Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
<b>GENERAL FUND:</b>	<b>YEAR</b>	
Current expense levy authorized by voters on Not to exceed                      Years.		
Current expense levy authorized by voters on Not to exceed                      Years		
Current expense levy authorized by voters on Not to exceed                      Years		
Current expense levy authorized by voters on Not to exceed                      Years		
<b>TOTAL GENERAL FUND OUTSIDE 10 M. LIMITATION</b>		
<b>SPECIAL LEVY FUNDS:</b>		
Levy authorized by voters on <b>Mental Health</b> not to exceed <b>10</b> Years <b>11/03/15</b>	1.25	1,598,000.00
Levy authorized by voters on <b>Children Services</b> not to exceed <b>10</b> Years <b>11/04/14</b>	.65	271,400.00
Levy authorized by voters on <b>Children Services</b> not to exceed <b>10</b> Years <b>11/03/15</b>	.35	443,000.00
Levy authorized by voters on <b>Senior Services</b> not to exceed <b>5</b> Years <b>11/06/12</b>	1.00	1,158,000.00
Levy authorized by voters on <b>Senior Services</b> not to exceed <b>5</b> Years <b>11/05/13</b>	1.50	1,752,000.00
Levy authorized by voters on <b>Senior Services</b> not to exceed <b>5</b> Years <b>11/03/15</b>	.50	509,000.00
Levy authorized by voters on <b>MRDD</b> not to exceed <b>Continuous</b> Years <b>11/04/80</b>	1.00	688,000.00
Levy authorized by voters on <b>MRDD</b> not to exceed <b>Continuous</b> Years <b>05/07/85</b>	2.00	1,496,000.00
Levy authorized by voters on <b>MRDD</b> not to exceed <b>Continuous</b> Years <b>11/04/86</b>	1.50	1,122,000.00
Levy authorized by voters on <b>MRDD</b> not to exceed <b>Continuous</b> Years <b>05/04/99</b>	2.50	2,227,000.00
Levy authorized by voters on 911 Upgrade not to exceed <b>5</b> Years <b>11/06/12</b>	1.00	<b>1,178,000.00</b>
Levy authorized by voters on not to exceed <b>5</b> Years		
	<b>13.25</b>	<b>12,442,400.00</b>

And be it further

**RESOLVED**, That the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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. Thomas                      Yes

Adopted the 26th day of October, 2016  
Year.

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE RENEWAL OF THE CARNES SENIOR APARTMENTS LEASE AGREEMENT BETWEEN BELLAIRE HOUSING PARTNERS, LTD. AND BELMONT COUNTY COMMISSIONERS DBA SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the renewal of the Carnes Senior Apartments Lease Agreement between Bellaire Housing Partners, Ltd. and the Belmont County Commissioners dba Senior Services of Belmont County for a one year term effective August 1, 2016 through July 31, 2017, in the amount of \$12,000 per year.

**CARNES SENIOR APARTMENTS  
LEASE AGREEMENT**

AGREEMENT made this 26th day of October, 2016, by and between Bellaire Housing Partners, Ltd. ("Lessor") and Belmont County Commissioners dba Senior Services of Belmont County ("Lessee"), whose mailing address is 45240 National Road, St. Clairsville, OH 43950.

WITNESSETH

WHEREAS, Lessor is the fee simple owner of certain commercial real property located at 3396 Belmont Street, Bellaire, OH 43906 in Belmont County, more particularly described as: Carnes Senior Apartments ("Property").

WHEREAS, the parties desire to enter into a lease agreement defining their rights, duties and liabilities.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Terms and Conditions. Lessor agrees to lease to Lessee the Property for a period of 1 year commencing on the 1st day of August 2016, and ending on the 31th day of July, 2017. Acceptance of possession by Lessee shall be deemed to be conclusive evidence that the Property is in good and satisfactory condition free of all defects, without need for attention or repair and that no representation or promises have been made by Lessor concerning future alterations or repair. Lessor shall deliver the Property in broom clean condition.
2. Security Deposit. Contemporaneously with the execution of this Lease, Lessee shall pay to Lessor a refundable security deposit of \$ N/A to be refunded to Lessee within thirty (30) days of the expiration of this Lease provided Lessee abides by all the terms and conditions herein. In lieu of a security deposit, Lessee shall pay to Lessor, upon execution of this Lease, the first and last month's rent.
3. Rent. The annual base rent due under this Lease for each year of the lease term shall be Twelve Thousand Dollars (\$12,000.00) per annum payable in twelve (12) equal monthly installments of One Thousand Dollars (\$1000.00). Lessee shall pay Lessor each monthly installment of rent in advance on or before the first day of each month at the office of Lessor or at such other address or to such other person as Lessor may from time to time designate in writing to Lessee.
4. Charges for Late payments and Returned Checks  
If the Lessee does not pay the full amount of the rent shown in item 3 by 5:00 p.m. on the 5<sup>th</sup>, day of the month, the Lessor may collect a late fee of \$30.00, on the 6<sup>th</sup> day of the month. The Lessor may terminate this Lease for non-payment of rent, even though the Landlord may have in, prior months, chosen to collect the late fee instead of terminating the Lease. In addition, the Lessor may collect a fee of \$20.00 or the cost of which is incurred by the Lessor, whichever is greater, if a check is not honored for payment. The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Lessee.
5. Additional Charges. Lessee is responsible for any charges from outside vendors the Lessor receives due to Lessee's negligence or disregard of regulations. If charges are received the Lessor will invoice the Lessee. Payment should be remitted within 30 days. Example: Additional charges for improperly disposed trash in dumpster.
6. Default and Remedies. Upon the happening of any of the following events:
  - a. Lessee's failure to timely make any payments due Lessor hereunder or under any other agreement relating to the Property;
  - b. Lessee's failure to perform or observe any covenants or agreements contained herein.
  - c. Lessee's voluntary petitioning for relief or benefit under any bankruptcy or insolvency law, the filing of any involuntary bankruptcy or reorganization petition against Lessee or the appointment of a receiver or trustee for Lessee or its Property;
  - d. Any sale, transfer or assignment of Lessee's interest under this Agreement, voluntary or involuntary, by operation of law or otherwise without the express prior written consent of Lessor which consent may be withheld at Lessor's sole discretion; or
  - e. The abandonment by Lessee of the Property for a continuous period of thirty (30) days upon a default defined in paragraph a through e the Lessor may in addition to all other remedies provided by law:
    - i. Declare the entire remaining unpaid rental for the term of this Lease immediately due and payable forthwith at the then current rate of monthly rental and take any legal action to recover and collect the same;
    - ii. Terminate Lessee's right to possession under this Lease without having thereby accepted a surrender of the property, re-enter and take possession of the Property and re-let or attempt to re-let the Property or any part thereof on behalf of and as the agent of Lessee at such rental and under such terms and conditions as Lessor may deem best under the circumstances. Any rentals received from such re-letting will be applied first to any expenses incurred by Lessor in re-entering and re-letting the Property and then to the payment of rent and other obligations of Lessee to the Lessor due under this Lease;
    - iii. Accept a surrender of the Property whereupon the term hereinabove granted and all right, title and interest of Lessee in and to the Property shall end, such termination being without prejudice to Lessor's right to enforce the collection of any rent due or accrued at such time and for such time as required to evict Lessee; together with all other damages suffered by Lessor as a result of Lessee's default. Upon such termination Lessor shall have the right immediately to re-enter the Property and take possession thereof and Lessee shall thereupon surrender the Property to Lessor; and
    - iv. Exercise any and all rights and privileges that Lessor may have under the laws of the State of Ohio.

The foregoing remedies of Lessor are cumulative and the election to proceed by forfeiture or surrender or otherwise shall not operate as a bar to prosecution of all provisions of this Lease or of law then enforced. All costs including reasonable attorneys' fees for pretrial, trial and appellate proceedings incurred in connection with the exercise of any of Lessor's remedies or enforcement of Lessor's rights (whether by legal proceedings or otherwise), shall constitute elements of Lessor's damages and shall be paid by Lessee to Lessor. All of Lessee's monetary obligations under this lease shall bear interest at the highest rate allowable by law from the date of default until the date of payment.

7. Assigned Area. The area to be leased is the South side of the building that has the kitchen/dining and sitting area, the North side of the building that has the hardwood flooring, restrooms and assigned closets. This does not include the area in the room of the North side that has carpeting. The closet and the carpeted area is not included in the rental space. This space is solely for use by the residents of the community and will need prior written approval to use this area from the Lessor. A total of 4032 Square feet of space in the first floor of the building and a total of 116 Square feet of space in the basement area of the building for Storage a complete total square footage of usable space of 4148 square feet. Lessee will be responsible to install a proper gate or Fence around the storage area to ensure lessee items are secure as well as for the protection of the Site staff from injury from falling items. A proper scope of work will need to be provided to the Management representative to allow inspection and approval of installation by the building owner prior to installation.

Disputes by the Senior Center Staff and property staff will be handled in accordance with the following:

If the Senior Center Staff have a dispute it must be put in writing and forwarded to the Executive Director of Senior Services of Belmont County. If unable to be resolved then the written dispute is forwarded to the Belmont County Commissioner's Office.

If the Property Management Site Manager has a dispute it must be put in writing and forwarded to the Property Management Supervisor. If dispute is unable to be resolved it will be forwarded in writing to the Owner's representative, Asset Management Director who will review with the Chief Executive Officer of LEADS and the General Manager of Wallick. The owner will then review and contact the Lessee to discuss a resolution to the issue. The owner has final decision on any and all dispute resolution. At no time is the lessee or lessee representative to address dispute resolutions with the site manager.

8. Use. Lessee covenants and agrees to use the Property exclusively for a providing services to senior citizens in space essentially being the kitchen, the room adjacent that covers the hardwood flooring, restrooms and designated parking (see #21 for parking specifics). The Lessee will have use of the large room during the hours of **8:00a.m. to 4:30p.m.** **The Lessee will give the Lessor's on site management representative a schedule of events monthly and will have a representative of the agency present at those events.** Lessor shall give a 48 hour notice of any change to the month schedule. The events will be conducted at reasonable times, meaning not before **8:00a.m. or after 10:00p.m.** except by mutual agreement of the Lessor and Lessee. Carnes Senior Apartments will have use of the Large Room for after hours' activities. If it has not already been scheduled by the Lessor for an event. The Lessor's management representative will give the Lessee a month's advance notice of non Senior Agency events in the Large Room. Conflicts in scheduling after hours will be resolved on a first-come first serve basis and will be worked out between the Lessor's management representative and the Lessee. All areas will be cleaned up at the end of each day. No supplies or items will be left out in the Large Room. All supplies or items are to be stored in the appropriate assigned areas. Lessee further covenants not to use or maintain any part of the Property in any unlawful or dangerous manner or for any unlawful purpose. Lessee, at Lessee's expense, shall promptly comply with any and all laws, ordinances, orders and regulations of any and all municipal, county, state, federal or other governmental authorities that may pertain or apply to Lessee's occupancy or use of the Property. Lessee shall not do or permit to be done any act or thing that it

can control upon the Property which will violate any provision of any insurance policy held by Lessor or Lessee, which will cause the termination of any insurance policy held by Lessor or Lessee or which might subject Lessor to any liability or responsibility for injury to any person or persons or to any property by reason of any business or activity being conducted on the Property. Lessee shall not create or maintain any nuisance on the Property and shall not do any act tending to injure the Property. Lessee shall not assign this Lease nor sublet the Property or any portion thereof without the prior written consent of Lessor, which consent will not be unreasonably withheld.

9. Insurance.
  - a. During the term of this Lease, Lessee shall keep in full force and effect at Lessee's own expense a policy or keep in full force and effect at Lessee's sole expense a policy or policies of extended public liability insurance insuring Lessee and Lessor against any and all claims and demands by any person for injuries sustained or received on or in connection with the Property and any other risks generally insured against by such policies. The aforesaid policies shall be subject to terms and conditions approved in writing by Lessor. The insurance coverage limits shall be no less than **\$2,000,000.00** per occurrence for combined bodily injury and property damage liability. All such policies shall name the Lessor, Lessee, LEADS and Wallick Companies as their respective interest may appear as named insureds and shall provide primary coverage. On request, Lessee shall furnish Lessor with certified copies of such policies, certificates or other acceptable evidence that all such insurance is in effect.
  - b. During the term of this Lease, Lessee shall keep in full force and effect at Lessee's sole expense, a policy or policies covering all risks of physical damage including casualty and theft to any and all improvements or personal property located on or affixed to the Property and insuring Lessee and Lessor against any and all losses in connection with said improvement or property. Each said improvement and item of property shall be insured to the higher of its current fair market value or replacement cost. All such policies shall name the Lessor and Lessee as their respective interests may appear as named insureds and shall provide primary coverage. On request Lessee shall furnish Lessor with certificates or other acceptable evidence that all such insurance is in effect.
  - c. Lessee, at its sole expense shall maintain Tenant's insurance covering Lessee's personal property. Landlord shall have no responsibility for such Tenant's insurance nor shall Landlord be liable for any damage to or destruction of Lessee's property or any property brought onto the Property by Lessee or with Lessee's permission.
10. Repairs. Lessee stipulates that it has examined the Property and that it is in good repair and working order and clean, safe and tenable condition. Lessee shall prevent waste including that of utilities, and maintain the Property in good order throughout the term of this Lease. At all times during the term of the Lease and upon reasonable notice to Lessee, Lessor may enter the Property during reasonable hours to inspect or to make repairs, alterations or improvements, structural or otherwise to the Property. If Lessee fails to promptly make any repairs or maintenance required by this paragraph, Lessor may perform same on Lessee's behalf, after providing written notice to the Lessee, and Lessee shall reimburse Lessor on demand for all costs and expenses so incurred. Upon termination of this Lease in any manner, Lessee shall peaceably and quietly leave, surrender and yield to Lessor the Property in as good order and repair as the Property existed upon the date hereof, reasonable wear and tear excepted, and shall surrender all keys to the Property to the Lessor. If Lessee fails to surrender possession of the Property to Lessor and continues to occupy the Property after the expiration of this Lease, Lessor shall be entitled to collect, and Lessee hereby agrees to pay, double the monthly rent for each month or portion thereof during which Lessee occupies the Property without Lessor's consent. Lessor shall be responsible for all exterior and structural repairs unless such repairs are required due to actions of Lessee, or Lessee's employees, officers, directors, guests or invitees.
11. Right of Entry. Lessee agrees to permit Lessor and its agent's entry to the Property at all reasonable times for the purposes of inspecting the Property, showing the Property to prospective purchasers, mortgagees or tenants or making repairs to the Property. Lessor shall also have the right to place on the Property any signs Lessor deems necessary for such purposes.
12. Alterations and Improvements. Other than the repair and maintenance obligations set forth in Paragraph 7, Lessee shall not make any alterations, modifications, improvements or additions to the Property, without the prior written approval of Lessor. Such approval shall be solely within the discretion of Lessor but shall not be unreasonably withheld. Lessee may erect temporary partitions, bins, equipments and shelving which shall remain the property of the Lessee and be removed from the Property by Lessee at the expiration of the lease, but in case of injury or defacement to the Property by removal of same, the Lessee shall repair and replace the building in good condition.
13. Casualty. If the Property shall be destroyed or damaged by any casualty for which Lessor is insured, Lessor shall if the proceeds from those insurance policies described in Paragraph 6 are sufficient and after receiving the proceeds of said insurance, restore and / or repair such damage or destruction within a reasonable time after receipt of such insurance proceeds. During the term of such restoration and repairs, the rent payable hereunder shall abate in proportion to the degree of interference with Lessee's use of the Property. If the Property is damaged or destroyed by any casualty for which Lessor is not adequately insured, Lessor may elect to either restore or repair such damage or destruction as aforesaid or cancel this Lease and retain the proceeds of those insurance policies described in Paragraph 6 above and this Lease shall be of no further force and effect and all rent and other sums to be paid by Lessee shall be apportioned and paid through the date of such destruction. As used herein "casualty" means fire, flood, storm or other acts of God, regardless of whether reasonably foreseeable; riot, civil commotion, war, or other act of a public enemy; and theft, vandalism or other criminal or tortious act of a third party. Lessor's obligation pursuant to this Lease to restore or repair shall be limited to the original buildings and the replacement of such interior work in the Property as exists on the date hereof. Notwithstanding the above, if restoration and repair cannot reasonably be completed within six months of a casualty which makes the Property uninhabitable, either party to this Lease may terminate this Lease and rent shall be prorated based upon the date of the casualty.
14. Utilities, Charges, Taxes. Lessee shall pay for any and all required installation and other charges incurred in Lessee's use of utilities, including, but not limited to, those for electricity, water, steam, gas, garbage collection, sewer, telephone service and similar utilities and charges. Any utilities not metered and charged directly to Lessee shall be paid for by Lessor. This is limited to water, sewer and reasonable trash removal.
15. Subordination. Lessee agrees this Lease shall at all times be subject to and subordinate to the lien of any and all mortgages now or hereafter placed by Lessor on the Property, provided said mortgagee delivers a non-disturbance agreement to Lessee; and Lessee agrees from time to time to execute, acknowledge and deliver any instrument of subordination required by any mortgagee of the Property provided said mortgagee delivers a non-disturbance agreement to Lessee. Upon the transfer of any or all Lessor's interest in this Lease or any or all of Lessor's interest in the Property or both, regardless of whether such transfer is characterized as voluntary or by operation of law, conditional or unconditional, absolute or as security for performance of an obligation, Lessee agrees to attorn to the transferee without the necessity of executing any additional documents, but further agrees to execute, acknowledge and deliver to such transferee, upon demand, any and all instruments of attornment required by such transferee. Lessee additionally agrees to execute and deliver to such transferee either prior to or simultaneous with such transfer a signed writing acknowledging the status of this Lease.
16. Signage. Lessee agrees to maintain all signage that Lessee installs in a good state of repair, save the Lessor harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of such. All signage and signage locations and installation shall be submitted to Lessor for approval prior to installation.
17. Condemnation. This Lease shall not abate regardless of whether any portion of the Property is condemned for public use or purpose by any legally constituted authority, unless said condemnation materially impairs the Lessee's use of the Property, in which event either party shall have the option of terminating this Lease upon thirty (30) days written notice to the other party. In the event of condemnation of the Property or any portion thereof, Lessor shall be entitled to all compensation to be paid by the condemning authority and Lessee waives any claim for any portion of such compensation.
18. Holdover; Month to Month Tenancy. If Lessee remains in possession of the Property after the expiration of this Lease such continued possession shall, if rent is paid by the Lessee and accepted by the Lessor, create a month to month tenancy at will on the terms herein specified, and said tenancy shall be terminable at any time by either party on fifteen (15) days written notice to the other. If, however, Lessee remains in possession of the Property after the expiration of this Lease without Lessor's consent, Lessor shall be entitled to collect double the monthly rent.
19. Termination of Lease. During the term of this lease both parties agree that a 30-day termination notice can be given by either Lessee

or Lessor to terminate this agreement. If the Lessor or Lessee decides to terminate the lease for any cause the Terminating Party is required to put such termination in writing to the other party. If the lessee does not vacate the facility as required by the 30 day notice they will be considered a Hold over tenant and subject to the collection of double the monthly rental amount. Per paragraph 19 of said lease.

- 20. Entire Agreement and Waiver. This Lease contains the entire agreement of the parties hereto as of the date hereof and shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives. No waiver of any covenant or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of same or of any other covenant or condition of this Lease. No modification, amendment, release, discharge or waiver of any provisions hereof shall be of any force, effect or value unless in writing signed by the party to be charged.
- 21. Parking. Lessee shall advise all employees and customers that parking is the last eight spaces at the East end of the parking lot. All deliveries will be at the front entry at loading zones as provided by the Village of Bellaire, Ohio ordinances. Lessee shall be responsible for any damages to the Property resulting from said deliveries.
- 22. Hazardous Substances.
  - a. For purposes of this Lease, the term "Hazardous Substance" means any hazardous or toxic substances, materials or waste, including but not limited to those substances, material and waste listed in the United State Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as Hazardous Substances (40 CFR Part 302) and amendments thereto, or such substances, materials, and wastes which are or become regulated under any applicable local, state or federal law, ordinance, rule or regulation.
  - b. Lessee shall at all times and in all respects during this Lease comply with all local, state, and federal laws, ordinances, rules, regulations and orders (collectively "Hazardous Substance Law") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any Hazardous Substances.
  - c. Lessee shall not cause or allow any Hazardous Substance to be on, brought into, or remain on the Property.
  - d. If at any time Lessee becomes aware of, has reasonable cause to believe, or receives notice that any Hazardous Substance is located on or beneath the Property, Lessee shall immediately give written notice of such condition to Lessor. Lessee shall in all respects handle, treat, deal with and manage any and all Hazardous Substances in, on, under or about the Property, the building in which the Property is located in total conformity with all applicable Hazardous Substance Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or termination of this Lease, Lessee shall use, store, or dispose of all Hazardous Substances in accordance and in compliance with all applicable Hazardous Substance Law and afford Lessor ample opportunity to appear, intervene or otherwise appropriately assess and protect Lessor's interest with respect thereto. Any Hazardous Substances found on the Property and proven to exist prior to signing of the Lease shall remain the Lessor's responsibility for removal, disposal, etc.
  - e. Lessee shall indemnify, defend, protect and hold Lessor, its successors and assigns harmless from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses (including without limitation diminution in the value of the Property, the litigation and reasonable attorney's fees including those for appellate matters and for the death of or the injury to any person or damage to any property whatsoever) arising from or caused in whole or in part directly or indirectly by Lessee's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Substances to, in , on, under, about, or from the Property or Lessee's failure to comply with any Hazard Substance Law. Any Hazardous Substances found on the Property and proven to exist prior to signing of the Lease shall remain the Lessor's responsibility for removal, disposal, legal fees, permits, etc.

All situations references in paragraph 19 (d) and 19 (e) of Lease page pertain only to the confines of the leased space as described in Exhibit A.
- 23. Validity. If any clause or provision of this Lease shall be invalid or void for any reason, such invalid or void clause or provisions shall not affect the whole of this instrument but the balance of the provisions hereof shall remain in full force and effect.
- 24. Notices. Any notice or demand required under this Lease or by law shall be in writing and shall be deemed effective three (3) days after having been sent by U. S. mail, registered return receipt requested and addressed to the parties at the addresses set forth below. Such addresses may be changed by written notice to the other party.
- 25. Time. For all purposes of this Lease it shall be understood that time is of the essence.
- 26. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.
- 27. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

**IN WITNESS WHEREOF**, the parties have caused this Lease to be duly executed as of the day and date first written above.

LESSOR:  
BELLAIRE HOUSING PARTNERS LTD  
MANAGING AGENT:

By: \_\_\_\_\_  
Kenneth A. Kempton, President

Date: \_\_\_\_\_

LESSEE:  
BELMONT COUNTY COMMISSIONERS dba  
SENIOR SERVICES OF BELMONT COUNTY

By: \_\_\_\_\_  
Gary Armitage  
Executive Director of SSOBC

Date: 10-26-16

\_\_\_\_\_  
BELMONT COUNTY COMMISSIONERS  
Ginny Favede /s/  
Ginny Favede, President  
Matt Coffland /s/  
Matt Coffland, Vice President  
Mark A. Thomas /s/  
Mark A. Thomas

Upon roll call the vote was as follows:

Mrs. Favede                    Yes  
Mr. Coffland                 Yes

Mr. Thomas Yes

**9:30 Doc Householder, Executive Director, Belmont County Tourism  
Re: Quarterly Tourism Report**

**IN THE MATTER OF QUARTERLY TOURISM REPORT  
FOR JULY, AUGUST, SEPTEMBER, 2016**

Doc provided his report for July, August and September 2016. Brochures were distributed at various locations. The Tourism office has been very busy with the Belmont County Fair, The Barnesville Pumpkin Festival and The Annual Rubberneck Tour.

**9:45 Agenda Item: Andrew L. Sutak, Belmont County Auditor Re: Auditor of State Award with Distinction**

**IN THE MATTER OF ANDREW SUTAK, BELMONT  
COUNTY AUDITOR/AUDITOR OF STATE AWARD**

Present: Auditor Andrew Sutak, Sheila Turner and Larry Craig, Auditor’s staff and Kate Davison, Channel 9 news. Mrs. Favede said Mr. Sutak earned the Auditor of State Award with Distinction for his work with the Comprehensive Annual Financial Report (CAFR) for year ending 2015. Mr. Sutak said Belmont County has received the award every year since 1990. He said this helps when the county borrows money to get a better interest rate which saves taxpayer dollars. Mr. Sutak thanked the Commissioners for working with him and his staff. “The entity that receives this award must meet the following criteria of a clean audit report. The entity must file timely financial reports with the Auditor of State’s office in the form of a CAFR. The audit report does not contain any findings for recovery, material citations, material weaknesses, significant deficiencies, single-audit findings or questioned costs. To receive this Auditor of State award with distinction your work has to be almost absolutely perfect,” said Mrs. Favede. Mr. Thomas said, “I think it’s important for the taxpayer to fully understand how important and how rare this auditor of state award with distinction is. It’s a credit to the staff of the County Auditor’s office, along with the staff of the Commissioners’ office that works hand-in-hand on a daily basis to ensure that our annual financial report is in as perfect a condition as possible.” Mr. Coffland added there is a lot of good information in the CAFR including how much debt we have, how much money we have, how much (in) assets we have. He said by understanding it, we have been able to cut the debt by \$3.5 million dollars last year (end of 2015).

**IN THE MATTER OF ADOPTING THE PROCLAMATION  
IN RECOGNITION OF BREAST CANCER AWARENESS MONTH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation in recognition of Breast Cancer Awareness Month.

**Proclamation**

**National Breast Cancer Awareness Month**

**WHEREAS**, too often, precious lives are interrupted or cut short by cancer. Breast cancer, one of the most common cancers among American women, affects roughly 245,000 women as well as 2,300 men each year and is responsible for more than 40,000 deaths annually in the United States; and

**WHEREAS**, breast cancer does not discriminate, it strikes people of all races, ages, and income levels and we must raise awareness of this disease and its symptoms so we can more easily identify it and more effectively treat it; and

**WHEREAS**, breast cancer is often hereditary, and individuals whose family history puts them at increased risk for breast cancer should discuss with their doctor or qualified health professional the proper prevention and early diagnosis strategies; and

**WHEREAS**, this month, as we honor those whose lives were tragically cut short by breast cancer and as we stand with their families, let us arm ourselves with the best knowledge, tools, and resources available to fight this devastating disease; and

**WHEREAS**, regular screenings and quality care are vital to improving outcomes for millions of people, and we are making strides in improving treatment options; and

**WHEREAS**, Breast Cancer Awareness Month is an opportunity to increase awareness of the disease and to encourage individuals to have a plan to detect the disease in its early stages.

**NOW, THEREFORE, BE IT RESOLVED**, the Belmont County Commissioners do hereby recognize October as **BREAST CANCER AWARENESS MONTH** and call this observance to the attention of all our citizens.

Adopted this 26<sup>th</sup> day of October, 2016.

**BELMONT COUNTY COMMISSIONERS**

Mark A. Thomas /s/

Ginny Favede /s/

Matt Coffland /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:02 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:35 A.M.**

Motion made by Mrs. Favede seconded by Mr. Coffland to exit executive session at 10:35 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN**

October 26, 2016

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:00 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:00 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 2<sup>nd</sup> day of November, 2016.

Mark A. Thomas /s/\_\_\_\_\_

Ginny Favede /s/\_\_\_\_\_ COUNTY COMMISSIONERS

Matt Coffland /s/\_\_\_\_\_

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.

Ginny Favede /s/\_\_\_\_\_ PRESIDENT

Jayne Long /s/\_\_\_\_\_ CLERK