

St. Clairsville, Ohio

November 30, 2016

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 \$ 942,698.68

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:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A12.000 Travel	E-0131-A006-A18.000 Radios	\$ 10,000.00
E-0141-A001-C02.002 Salaries	E-0141-A001-C03.010 Supplies	\$ 7,000.00
E-0170-A006-G11.000 Other Expenses	E-0170-A006-G05.011 Contract-Services	\$ 500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND
FOR THE W98 CEBCO WELLNESS GRANT FUND

Motion made by Mrs. Favede, seconded by Mr. Thomas to approve the following transfers within fund for the W98 Fund:

FROM	TO	AMOUNT
E-1498-W098-W09.000 2016 Expenses	E-1498-W098-W10.000 2016 Staywell Incentive	\$ 5,400.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN
THE P03 and O53 BCSSD FUNDS:

Motion made by Mrs. Favede, seconded by Mr. Thomas to approve the following transfer between the SSD #2 Revenue Fund/P53 and the Note Retirement-SSD #2 Force Main Fund/O53:

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfer Out	R-9253-O053-O10.574 Transfer In	\$130,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION
CHARGEBACKS-NOVEMBER & DECEMBER, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for November & December, 2016.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	9,491.50
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	19,940.98
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	33,264.40
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	8,882.28
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,525.18
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,262.59
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,787.77

E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	3,831.92
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	6,008.34
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	478.99
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	5,050.36
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	114,158.46
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	147,212.96
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	17,444.72
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,525.18
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	6,966.32
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	43,974.34
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	13,583.88
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	5,050.36
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	69,140.06
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,882.28
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	1,262.59
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,262.59
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,525.18
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	25,600.56
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	957.98
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	6,099.94
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	23,991.62
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	4,634.64
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	7,555.22
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	789.24
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	294.46
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	12,435.66
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	1,492.48
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	2,398.94
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	505.02
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	685.26
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	766.38
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	1,262.60
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	1,530.78
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	0.00
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	431.06
	Juv Court/Grants		

E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,525.18
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	5,050.36
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	7,575.54
TOTALS			635,096.15

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 November 30, 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

Commissioner Favede made the following announcements:

a) The meeting of Wednesday, December 7, will convene at **11:30 a.m.** instead of 9:00 a.m. due to Project Best Holiday Breakfast Meeting.

All other meetings in December will be held on Wednesdays at 9:00 a.m. as usual.

b) The Board of Commissioners is accepting applications to fill a vacancy on the Law Library Resource Board. Interested parties can contact the commissioners' office at [740-699-2155](tel:740-699-2155) to request an application. Applications will be accepted through Friday, December 9, 2016.

IN THE MATTER OF DEDICATION PLAT OF PASSMORE LANE WARREN TOWNSHIP SEC 3, T-8, R-6

[Belmont Co. Commissioners
 [Courthouse
 [St. Clairsville, Ohio 43950
 [Date November 30, 2016

Motion made by Mrs. Favede, 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 Dedication Plat for Passmore Lane, Warren Township, Section 3, T-8, R-6, 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
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To: Kent Gallaher, F.O., Warren Township Trustees, 516 N. Chestnut Street, Barnesville, OH 43950

You are hereby notified that the 14th day of December, 2016, at 9:30 o'clock A.M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
 Clerk of the Board

• Mail by certified return receipt requested
 cc: Warren Township Trustees
 Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REVISION TO THE BELMONT COUNTY PERSONNEL POLICY MANUAL

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve a revision to the Belmont County Personnel Policy Manual **Section 7 CONDUCT**, as follows:

Title for subsection 7.31 will be changed from "Non-Smoking Areas" to "Tobacco Use Policy" and will now include all forms of tobacco as per the CORSA Handbook.

**BELMONT COUNTY BOARD OF COMMISSIONERS
 PERSONNEL POLICY MANUAL**

TOBACCO USE POLICY **SECTION 7.31** **Page 3 of 1**

- A. In order to promote a healthy and comfortable work environment, County employees are prohibited from using tobacco while on County property, while performing duties related to County employment whether on or off site, while traveling for County business, and in any other circumstances or locations where an employee is representing the interests of the County. County property includes, but is not limited to: buildings, offices, restrooms, hallways, common work areas, parking lots, garages, County vehicles, conference rooms, sidewalks, green space, stairs, cafeterias/break rooms, and storage areas.
- B. For the purpose of this policy, tobacco is defined as all tobacco, tobacco derived and/or substances mimicking tobacco containing products, including but not limited to: cigarettes, electronic cigarettes, vapor cigarettes, any artificial/faux cigarette, cigars, cigarillos, pipes, oral tobacco, or any other manner of using or consuming tobacco, tobacco derived substances and/or substances mimicking

tobacco. The definition is intended to include all products that deliver nicotine for purposes other than cessation.

C. Any employee caught using tobacco in an area designated as a non-tobacco use area shall be subject to disciplinary action.

Original Adoption Date: March 5, 2008 Revision Date: November 30, 2016

Upon roll call the vote was as follows:

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

Commissioner Thomas noted the change in our policy is not only conforming to the CORSA handbook, but at the request of CORSA as part of our health insurance issues.

IN THE MATTER OF ENTERING INTO AN OIL AND GAS LEASE WITH GULFPORT ENERGY CORP.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an Oil and Gas Lease by and between Belmont County Sanitary Sewer District No. 3, by and through the Belmont County Board of Commissioners, and Gulfport Energy Corporation, effective November 30, 2016, in the amount of \$4,000 per net leasehold acre for 0.24000 acres, located in Mead Township, for a five-year term, 20% royalty. Total Payment Amount: \$480.00

**PAID-UP
OIL & GAS LEASE**

This Lease made this 30th day of November, 2016, by and between **Belmont County Sanitary Sewer District No. 3, by the County of Belmont, Ohio, a political subdivision of the State of Ohio by and through the Belmont County Board of Commissioners**, hereinafter collectively called "Lessor," and **GULFPORT ENERGY CORPORATION**, a Delaware Corporation with a mailing address of 14313 N. May, Suite 100, Oklahoma City, OK 73134, hereinafter called "Lessee."

WITNESSETH, that for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements hereinafter set forth, the Lessor and Lessee agree as follows:

LEASING CLAUSE. Lessor hereby leases exclusively to Lessee all the oil and gas (including, but not limited to coal seam gas, coalbed methane gas, coalbed gas, methane gas, gob gas, occluded methane/natural gas and all associated natural gas and other hydrocarbons and non-hydrocarbons contained in, associated with, emitting from, or produced/originating within any formation, gob area, mined-out area, coal seam, and all communicating zones), and their liquid or gaseous constituents, whether hydrocarbon or non-hydrocarbon, underlying the land herein leased, together with such exclusive rights as may be necessary or convenient for Lessee, at its election, to explore for, develop, produce, measure, and market production from the Leasehold, and from adjoining lands, using methods and techniques which are not restricted to current technology, including the right to conduct exclusive geophysical and other exploratory tests; to drill, maintain, operate, cease to operate, plug, abandon, and remove wells; to use or install roads, electric power and telephone facilities, and to construct pipelines with appurtenant facilities, including data acquisition, compression and collection facilities for use in the production and transportation of products from the Leasehold or from neighboring lands across the Leasehold, to use oil, gas, and non-domestic water sources, free of cost, to store gas of any kind underground, regardless of the source thereof, including the injecting of gas therein and removing the same therefrom; to protect stored gas; to operate, maintain, repair, and remove material and equipment.

DESCRIPTION. The Leasehold is located in the Township of Mead, in the County of Belmont, in the State of Ohio, and described as follows:

Tax Parcel Identification Number; Twp/Section/Twp No/Range/Qtr:
15-00812.001; Mead/24/4/3/NW/4:

and is bounded formerly or currently as follows:

On the North by lands of William and Wanda LeMasters;
On the East by lands of Harley D. and Linda J. Mellott; David Wayne Mellott;
On the South by lands of William and Wanda LeMasters;
On the West by lands of William and Wanda LeMasters;

"See Exhibit "A" attached hereto and made a part hereof for Other Provisions of this lease"

including the lands acquired from William D. West, an unmarried person, and Linda S. West, an unmarried person, by virtue of General Warranty Deed dated June 8th, 1987, and recorded in Deed Book 641, at Page 719, at the Recorder's office of Belmont County, Ohio, and described for the purposes of this agreement as containing a total of **.24000 acres**, whether actually more or less, and including contiguous interest owned by Lessor. This Lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land.

LEASE TERM. This Lease shall remain in force for a primary term of **Five (5) years** from 12:00 A.M. November 30, 2016 (effective date) to 11:59 P.M. November 30, 2021 (last day of primary term) and shall continue beyond the primary term as to the entirety of the Leasehold if any of the following is satisfied: (i) operations are conducted on the Leasehold or lands pooled/unitized therewith in search of oil, gas, or their constituents, or (ii) a well deemed by Lessee to be capable of production is located on the Leasehold or lands pooled/unitized therewith, or (iii) oil or gas, or their constituents, are produced from the Leasehold or lands pooled/unitized therewith, or (iv) if the Leasehold or lands pooled/unitized therewith is used for the underground storage of gas, or for the protection of stored gas, or (v) if prescribed payments are made, or (vi) if Lessee's operations are delayed, postponed or interrupted as a result of any coal, stone or other mining or mining related operation under any existing and effective lease, permit or authorization covering such operations on the leased premises or on other lands affecting the leased premises, such delay will automatically extend the primary or secondary term of this oil and gas lease without additional compensation or performance by Lessee for a period of time equal to any such delay, postponement or interruption. If there is any dispute concerning the extension of this Lease beyond the primary term by reason of any of the alternative mechanisms specified herein, the payment to the Lessor of the prescribed payments provided below shall be conclusive evidence that the Lease has been extended beyond the primary term.

EXTENSION OF PRIMARY TERM. Lessee has the option to extend the primary term of this Lease for one additional term of five (5) years from the expiration of the primary term of this Lease; said extension to be under the same terms and conditions as contained in this Lease. Lessee may exercise this option to extend this Lease if on or before the expiration date of the primary term of this Lease, Lessee pays or tenders to the Lessor or to the Lessor's credit an extension payment of the same consideration as was paid in this lease per Leasehold acre, only insofar as those acres intended to be renewed by Lessee. Exercise of this option is at Lessee's sole discretion and may be invoked by Lessee where no other alternative of the Lease Term clause extends this Lease beyond the primary term.

NO AUTOMATIC TERMINATION OR FORFEITURE.

(A) **CONSTRUCTION OF LEASE:** The language of this Lease (including, but not limited to, the Lease Term and Extension of Term clauses) shall never be read as language of special limitation. This Lease shall be construed against termination, forfeiture, cancellation or expiration and in favor of giving effect to the continuation of this Lease where the circumstances exist to maintain this Lease in effect under any of the alternative mechanisms set forth above. In connection therewith, (i) a well shall be deemed to be capable of production if it has the capacity to produce a profit over operating costs, without regard to any capital costs to drill or equip the well, or to deliver the oil or gas to market, and (ii) the Lessee shall be deemed to be conducting operations in search of oil or gas, or their constituents, if the Lessee is engaged in geophysical and other exploratory work including, but not limited to, activities to drill an initial well, to drill a new well, or to rework, stimulate, deepen, sidetrack, frac, plug back in the same or different formation or repair a well or equipment on the Leasehold or any lands pooled/unitized therewith (such activities shall include, but not be limited to, performing any preliminary or preparatory work necessary for drilling, conducting internal technical analysis to initiate and/or further develop a well, obtaining permits and approvals associated therewith and may include reasonable gaps in activities provided that there is a continuum of activities showing a good faith effort to develop a well or

that the cessation or interruption of activities was beyond the control of Lessee, including interruptions caused by the acts of third parties over whom Lessee has no control or regulatory delays associated with any approval process required for conducting such activities).

(B) **LIMITATION OF FORFEITURE:** This Lease shall never be subject to a civil action or proceeding to enforce a claim of termination, cancellation, expiration or forfeiture due to any action or inaction by the Lessee, including, but not limited to making any prescribed payments authorized under the terms of this Lease, unless the Lessee has received written notice of Lessor's demand and thereafter fails or refuses to satisfy or provide justification responding to Lessor's demand within 60 days from the receipt of such notice. If Lessee timely responds to Lessor's demand, but in good faith disagrees with Lessor's position and sets forth the reasons therefore, such a response shall be deemed to satisfy this provision, this Lease shall continue in full force and effect and no further damages (or other claims for relief) will accrue in Lessor's favor during the pendency of the dispute, other than claims for payments that may be due under the terms of this Lease.

PAYMENTS TO LESSOR. In addition to the bonus paid by Lessee for the execution hereof, Lessee covenants to pay Lessor, proportionate to Lessor's percentage of ownership, as follows:

(A) **DELAY RENTAL:** To pay Lessor as Delay Rental, after the first year, at the rate of five dollars (\$5.00) per net acre per year payable in advance. The parties hereto agree that this is a Paid-Up Lease with no further Delay Rental and/or Delay in Marketing payments due to Lessor during the primary term hereof.

(B) **ROYALTY:** To pay Lessor as Royalty, less all taxes, assessments, and adjustments on production from the Leasehold, as follows:

1. **OIL:** To deliver to the credit of Lessor, free of cost, a Royalty of the equal twenty percent (20.00%) part of all oil and any constituents thereof produced and marketed from the Leasehold.

2. **GAS:** To pay Lessor an amount equal to twenty percent (20.00%) of the revenue realized by Lessee for all gas and the constituents thereof produced and marketed from the Leasehold, less the cost to transport, treat and process the gas and any losses in volumes to point of measurement that determines the revenue realized by Lessee. Lessee may withhold Royalty payment until such time as the total withheld exceeds fifty dollars (\$50.00).

(C) **DELAY IN MARKETING:** In the event that Lessee drills a well on the Leasehold or lands pooled/unitized therewith that is awaiting completion, or that Lessee deems to be capable of production, but does not market producible gas, oil, or their constituents therefrom, and there is no other basis for extending this Lease, Lessee shall pay after the primary term and until such time as marketing is established (or Lessee surrenders the Lease) a Delay in Marketing payment equal in amount and frequency to the annual Delay Rental payment, and this Lease shall remain in full force and effect to the same extent as payment of Royalty.

(D) **SHUT-IN:** In the event that production of oil, gas, or their constituents is interrupted and not marketed for a period of twelve (12) months, and there is no producing well on the Leasehold or lands pooled/unitized therewith, Lessee shall thereafter, as Royalty for constructive production, pay a Shut-in Royalty equal in amount and frequency to the annual Delay Rental payment until such time as production is re-established (or lessee surrenders

the Lease) and this Lease shall remain in full force and effect. During Shut-in, Lessee shall have the right to rework, stimulate, or deepen any well on the Leasehold or to drill a new well on the Leasehold in an effort to re-establish production, whether from an original producing formation or from a different formation. In the event that the production from the only producing well on the Leasehold is interrupted for a period of less than twelve (12) months, this Lease shall remain in full force and effect without payment of Royalty or Shut-in Royalty.

(E) **DAMAGES:** Lessee will remove unnecessary equipment and materials and reclaim all disturbed lands at the completion of activities, and Lessee agrees to repair any damaged improvements to the land and pay for the loss of growing crops or marketable timber.

(F) **MANNER OF PAYMENT:** Lessee shall make or tender all payments due hereunder by check, payable to Lessor, at Lessor's last known address, and Lessee may withhold any payment pending notification by Lessor of a change in address. Payment may be tendered by mail or any comparable method (e.g., Federal Express), and payment is deemed complete upon mailing or dispatch. Where the due date for any payment specified herein falls on a holiday, Saturday or Sunday, payment tendered (mailed or dispatched) on the next business day is timely.

(G) **CHANGE IN LAND OWNERSHIP:** Lessee shall not be bound by any change in the ownership of the Leasehold until furnished with such documentation as Lessee may reasonably require. Pending the receipt of documentation, Lessee may elect either to continue to make or withhold payments as if such a change had not occurred.

(H) **TITLE:** If Lessee receives evidence that Lessor does not have title to all or any part of the rights herein leased, Lessee may immediately withhold payments that would be otherwise due and payable hereunder to Lessor until the adverse claim is fully resolved.

(I) **LIENS:** Lessee may at its option pay and discharge any past due taxes, mortgages, judgments, or other liens and encumbrances on or against any land or interest included in the Leasehold; and Lessee shall be entitled to recover from the debtor, with legal interest and costs, by deduction from any future payments to Lessor or by any other lawful means. In the event the leased lands are encumbered by a prior mortgage, then, notwithstanding anything contained herein to the contrary, Lessee shall have the right to suspend the payment of any royalties due hereunder, without liability for interest, until such time as Lessor obtains at its own expense a subordination of the mortgage in a form acceptable to Lessee.

(J) **CHARACTERIZATION OF PAYMENTS:** Payments set forth herein are covenants, not special limitations, regardless of the manner in which these payments may be invoked. Any failure on the part of the Lessee to timely or otherwise properly tender payment can never result in an automatic termination, expiration, cancellation, or forfeiture of this Lease. Lessor recognizes and acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, can vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor hereby agrees that the payment terms, as set forth herein, and any bonus payments paid to Lessor constitute full consideration for the Leasehold. Lessor further agrees that such payment terms and bonus payments are final and that Lessor will not seek to amend or modify the lease payments, or seek additional consideration based upon any differing terms which Lessee has or will negotiate with any other lessor/oil and gas owner.

UNITIZATION AND POOLING. Lessor grants Lessee the right to pool, unitize, or combine all or parts of the Leasehold with other lands, whether contiguous or not contiguous, leased or unleased, whether owned by Lessee or by others, at a time before or after drilling to create drilling or production units either by contract right or pursuant to governmental authorization. Lessee is granted the right to change the size, shape, and conditions of operation or payment of any unit created. Lessor agrees to accept and receive out of the production or the revenue realized from the production of such unit, such proportional share of the Royalty from each unit well as the number of Leasehold acres included in the unit bears to the total number of acres in the unit. Otherwise, as to any part of the unit, drilling, operations in preparation for drilling, production, or shut-in production from the unit, or payment of Royalty, Shut-in Royalty, Delay in Marketing payment or Delay Rental attributable to any part of the unit (including non-Leasehold land) shall have the same effect upon the terms of this Lease as if a well were located on, or the subject activity attributable to, the Leasehold. In the event of conflict or inconsistency between the Leasehold acres ascribed to the Lease, and the local property tax assessment calculation of the lands covered by the Lease, or the deeded acreage amount, Lessee may, at its option, rely on the latter as being determinative for the purposes of this paragraph.

FACILITIES. Lessee shall not drill a well on the Leasehold within 500 feet of any structure located on the Leasehold without Lessor's written consent. Lessor shall not erect any building or structure, or plant any trees within 200 feet of a well or within 25 feet of a pipeline without Lessee's written consent. Lessor shall not improve, modify, degrade, or restrict roads and facilities built by Lessee without Lessee's written consent.

CONVERSION TO STORAGE. Lessee is hereby granted the right to convert the Leasehold or lands pooled/unitized therewith to gas storage. At the time of conversion, Lessee shall pay Lessor's proportionate part for the estimated recoverable gas remaining in any well drilled pursuant to this Lease using methods of calculating gas reserves as are generally accepted by the natural gas industry and, in the event that all wells on the Leasehold and/or lands pooled/unitized therewith have permanently ceased production, Lessor shall be paid a Conversion to Storage payment in an amount equal to Delay Rental for as long thereafter as the Leasehold or lands pooled/unitized therewith is/are used for gas storage or for protection of gas storage; such Conversion to Storage payment shall first become due upon the next ensuing Delay Rental anniversary date. The use of any part of the Leasehold or lands pooled or unitized therewith for the underground storage of gas, or for the protection of stored gas will extend this Lease beyond the primary term as to all rights granted by this Lease, including but not limited to production rights, regardless of whether the production and storage rights are owned together or separately.

TITLE AND INTERESTS. Lessor hereby warrants and agrees to defend title to the Leasehold and covenants that Lessee shall have quiet enjoyment hereunder and shall have benefit of the doctrine of after acquired title. Should any person having title to the Leasehold fail to execute this Lease, the Lease shall nevertheless be binding upon all persons who do execute it as Lessor.

LEASE DEVELOPMENT. There is no implied covenant to drill, prevent drainage, further develop or market production within the primary term or any extension of term of this Lease. There shall be no Leasehold forfeiture, termination, expiration or cancellation for failure to comply with said implied covenants. Provisions herein, including, but not limited to the prescribed payments, constitute full compensation for the privileges herein granted.

COVENANTS. This Lease and its expressed or implied covenants shall not be subject to termination, forfeiture of rights, or damages due to failure to comply with obligations if compliance is effectively prevented by federal, state, or local law, regulation, or decree, or the acts of God and/or third parties over whom Lessee has no control.

RIGHT OF FIRST REFUSAL. If at any time within the primary term of this Lease or any continuation or extension thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease ("Top Lease") covering all or part of the Leasehold, Lessee shall have the continuing option by meeting any such offer to acquire a Top Lease on equivalent terms and conditions. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such Top Lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the Top Lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any Top Lease granted by Lessor in violation of this provision shall be null and void.

ARBITRATION. In the event of a disagreement between Lessor and Lessee concerning this Lease or the associated Order of Payment, performance thereunder, or damages caused by Lessee's operations, the resolution of all such disputes shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be the exclusive remedy and cover all disputes, including but not limited to, the formation, execution, validity and performance of the Lease and Order of Payment. All fees and costs associated with the arbitration shall be borne equally by Lessor and Lessee.

ENTIRE CONTRACT. The entire agreement between Lessor and Lessee is embodied herein and in the associated Order of Payment (if any). No oral warranties, representations, or promises have been made or relied upon by either party as an inducement to or modification of this Lease.

TITLE CURATIVE. Lessor agrees to execute affidavits, corrections, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this lease.

SURRENDER. Lessee, at any time, and from time to time, may surrender and cancel this Lease as to all or any part of the Leasehold by recording a Surrender of Lease and thereupon this Lease, and the rights and obligations of the parties hereunder, shall terminate as to the part so surrendered; provided, however, that upon each surrender as to any part of the Leasehold, Lessee shall have reasonable and convenient easements for then existing wells, pipelines, pole lines, roadways and other facilities on the lands surrendered.

SUCCESSORS. All rights, duties, and liabilities herein benefit and bind Lessor and Lessee and their heirs, successors, and assigns.

FORCE MAJEURE. All express or implied covenants of this Lease shall be subject to all applicable laws, rules, regulations and orders. When drilling, reworking, production or other operations hereunder, or Lessee's fulfillment of its obligations hereunder are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this Lease shall not terminate, in whole or in part, because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable in damages for breach of any express or implied covenants of this Lease for failure to comply therewith, if compliance is prevented by, or failure is the result of any applicable laws, rules, regulations or orders or operation of force majeure.

SEVERABILITY. This Lease is intended to comply with all applicable laws, rules, regulations, ordinances and governmental orders. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall survive and continue in full force and effect to the maximum extent allowed by law. If a court of competent jurisdiction holds any provision of this Lease invalid, void, or unenforceable under applicable law, the court shall give the provision the greatest effect possible under the law and modify the provision so as to conform to applicable law if that can be done in a manner which does not frustrate the purpose of this Lease.

WARRANTY. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes, or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof.

COUNTERPARTS. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Lease and all of which, when taken together, will be deemed to constitute one and the same agreement.

EXECUTED this 30th day of November, 2016

Ginny Favede /s/
Ginny Favede, President
Belmont County Board of Commissioners

Matt Coffland /s/
Matt Coffland, Vice-President
Belmont County Board of Commissioners

Mark A. Thomas /s/
Mark Thomas, Commissioner
Belmont County Board of Commissioners

APPROVED AS TO FORM:
David k. Liberati /s/ assist P.A.
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAYMENT OF INVOICE FROM DDP AND ASSOICIATES/SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve payment of the invoice dated November 21, 2016, from DDP and Associates in the amount of \$2,000.00 (\$1,900.00 for Construction Administration Services and \$100.00 for reimbursables) for October and November Construction Administration Services for the Senior Services of Belmont County – Community Building, Project #14-019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUEST #13 FOR GREENCORE DESIGNS, INC./SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Invoice #14-019.13 (Pay Request #13) for GreenCore Designs, Inc., in the amount of \$7,317.50 (\$5,152.50 for Construction Administration and \$2,165.00 for reimbursables) for the Senior Services of Belmont County - Community Building, Project Number 14-019.

Upon roll call the vote was as follows:

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

Commissioner Favede noted the move in date for the new building is now the beginning of February due to issues with installing the security and sound system. She said once Senior Services moves out of the Oakview building, the first floor will be used for records storage.

IN THE MATTER OF APPROVING REVISED ESTIMATE FROM PANHANDLE CLEANING & RESTORATION/DKI OF WHEELING/HEALTH DEPARTMENT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve revised estimate W27907-M in the amount of \$35,301.22 from Panhandle Cleaning & Restoration/DKI of Wheeling for all labor and materials necessary to clean and seal walls and clean carpet in two rooms at the Belmont County Health Department that sustained water damage. (Original estimate approved November 2, 2016—revised based on recommendations from the hygienist.)

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ESTIMATE FROM ERB ELECTRIC COMPANY/COURTHOUSE EMERGENCY LIGHTING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the estimate dated November 29, 2016, from Erb Electric Company in the amount of \$14,900.00 for all labor and materials necessary to install emergency lighting and power (excluding the elevator) at the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

Commissioner Thomas noted due to Tuesday’s power outage it was determined there was no emergency lighting on any of the floors in the Courthouse. He said this will allow for the operation of the phones and some lighting in all offices during any future outages.

OPEN PUBLIC FORUM-Richard Hord asked for an update on the Industrial Park (EORIP in Barnesville). Mrs. Favede said one building has been completely constructed and another building is under construction at this time.

BREAK

9:30 Subdivision Hearing – Richland Township

Re: Dedication Plat of Community Drive and Olde Ridge Lane

Present: Fred Bennett, County Engineer; Terry Lively, Deputy Engineer; Rob Barr, Drafting Technician II and Greg Reline, Richland Township Trustee. Mr. Barr reviewed maps with the Board of Commissioners. Mr. Barr said they are both private roads. Mr. Reline said the Township Trustees are fine with it. He asked when the township will officially take the road over. Mr. Barr said it could possibly go on record this Friday.

IN THE MATTER OF FINAL PLAT APPROVAL FOR DEDICATION OF COMMUNITY DRIVE AND OLDE RIDGE LANE RICHLAND TOWNSHIP, SEC. 15, T-7, R-4

“Hearing Had 9:30 A.M.”

**“FINAL PLAT APPROVAL”
O.R.C. 711.05**

Motion made by Mrs. Favede to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Dedication of Community Drive and Olde Ridge Lane, Richland Township Sec. 15, T-7, R-4, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Coffland seconded the motion and upon roll call the vote was as follows:

Mrs. Favede	<u>Yes</u>
Mr. Coffland	<u>Yes</u>
Mr. Thomas	<u>Yes</u>

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:41 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, compensation, discipline and dismissal of public employees.

Upon roll call the vote was as follows:

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

*Barb Blake, Fiscal Manager joined for a portion of executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:44 A.M.

Motion made by Mrs. Favede seconded by Mr. Coffland to exit executive session at 10:44 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIV SESSION-

IN THE MATTER OF TERMINATING FULL-TIME ANIMAL SHELTER KENNEL STAFF CIARA BOM’S EMPLOYMENT

Motion made by Mrs. Favede seconded by Mr. Thomas to terminate full-time Belmont County Animal Shelter Kennel Staff Ciara Bom's employment effective December 1, 2016 and direct her supervisor to notify Ms. Bom of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TERMINATING PART-TIME ANIMAL SHELTER
KENNEL STAFF MELINDA REGOLI'S EMPLOYMENT**

Motion made by Mrs. Favede, seconded by Mr. Thomas to terminate part-time Belmont County Animal Shelter Kennel Staff Melinda Regoli's employment effective December 1, 2016 and direct her supervisor to notify Ms. Regoli of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PLACING DOYLE CROOKS,
911 DEPUTY DIRECTOR, ON PAID ADMINISTRATIVE LEAVE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to place Doyle Crooks, Belmont County 911 Deputy Director, on paid administrative leave effectively immediately pursuant to Ohio Revised Code 124.388.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 1:00 p.m. Present: Commissioners Favede, Coffland, Thomas; Barb Blake, Fiscal Manager; Robert DeFrank, Times Leader; J.P. Dutton, Commissioner Elect and Jayne Long, Clerk

Budget Hearings –

Mrs. Favede advised all departments we are only looking at an additional \$163,000 in the certification for next year. Mr. Coffland advised all departments that this Board is only gathering information and the new Commissioners, along with Commissioner Thomas, will be making the final decisions.

Board of Elections-Present: Bill Shubat, Director

Mr. Shubat is requesting additional funds for 2017 due to poll workers' pay increases, also Other Expenses was increased to cover health insurance and 3% raises. A "full blown election" is also factored in. Mr. Thomas wants to discuss a long-term plan to get out of renting before next April if possible.

EMA-Present: Dave Ivan, Director

Mr. Ivan said there is a small increase in utilities and an increase in salaries requested for a Deputy Director (vacant position, not new). Mr. Ivan noted his overtime and increased state requirements as the need for an assistant. He said oil and gas activity and the proposed cracker plant will also increase his work load.

Juvenile/Probate-Present: Judge Mark Costine, Jen Shunk, Judy Winland and Dre Ketter

Juvenile-Mrs. Shunk said they project a decrease in state funding from DYS next year due to a decrease in felony adjudications so they will need more in salaries. The numbers are a guesstimate. She noted one person also plans to retire next year.

Probate-There is a small decrease in funds requested. Judge Costine said 3% raises were figured in for Juvenile/Probate.

Sargus-Present: Judge Mark Costine, Jen Shunk, Dawn Barack, Sargus Executive Director and Lisa Rine, Fiscal Manager

Ms. Barack said they are not asking for an increase, they are doing well and don't see having to ask for an increase in the next three years. Their union contract was ratified for an 8% salary increase next year and 2.5% for the following two years (3% for those with 10 years or more.)

Sheriff-Present: Sheriff Dave Lucas and Kitty Jo Paboucek, fiscal manager.

Ms. Paboucek presented a final draft of their 2017 budget request and explained their request. She noted there is an increase in wages due to the new union contract. There is an overall increase of \$749,000 requested for 2017. Sheriff noted that the increase in mandated trainings for the deputies increases their costs.

Soil & Water-Present: Liza Butler, Administrator and Jason Mayberry and Dan Freund, board members.

An increase of \$11,816 was requested due to additional expenses with their move to a new location and their state match has decreased.

Treasurer-Present: Kathy Kelich

An increase of \$8,826 was requested, most of which is in salaries.

RECESS

Reconvened Thursday, December 1, 2016, at 9:00 a.m. Present: Commissioners Favede, Coffland, Thomas; Barb Blake, Fiscal Manager; J.P. Dutton, Commissioner Elect and Jayne Long, Clerk

Budget Hearings Continued-

Engineer's-Present: Fred Bennett, County Engineer, Terry Lively, Deputy Engineer and Shereza O'Hara, Account/Payroll Clerk.

An increase of \$2,432.59 was requested. The union contract renews in 2017. Mr. Bennett reviewed the history of piggyback allocations for paving and said he thinks we need to get back to the original intent of the piggyback tax for paving. Mr. Coffland reviewed the history of the funds provided by this board to the Engineer's Dept. over the last eight years and said it is equal to the piggyback allocations even if not given in those increments. Mr. Thomas stated he can find no other counties that provide general fund dollars to the Engineer's Department for paving. He suggested a possible levy needs to be considered in the future.

OSU Extension-Present: Jane Keyser, County Extension Director

An increase of 7.2% was requested which will maintain current staff and replace outdated computers and phone system.

**IN THE MATTER OF APPROVING LISA WILLIAMS,
ANIMAL SHELTER DOG WARDEN, TO RETURN TO WORK**

Motion made by Mrs. Favede seconded by Mr. Coffland to approve Lisa Williams, Belmont County Animal Shelter Dog Warden, to return to work from authorized leave without pay effective December 5, 2016.

Upon roll call the vote was as follows:

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

Dog Shelter-Present: Angela Hatfield, Director

Commissioner Favede noted that Ms. Blake prepares the Animal Shelter's budget. There is a small increase requested due to veterinary services.

Coroner-Present: Timothy Skinner, Assistant Coroner

A small increase was requested for a vehicle and a salary increase for Mr. Skinner. Mr. Skinner advised his workload has doubled over the last two years mostly due to overdoses and suicides. He said a 4 wheel drive pickup with a cover is what is needed for transports.

Port Authority-Present: Larry Merry, Director and Sherri Butler

There were no concerns with their request. Ms. Blake noted a set amount is given to Port Authority each year.

Recorders-Present: Mary Catherine Nixon, Recorder

An increase for raises was requested. Computer vendor costs and costs for 6 copiers have increased.

Public Defender-Present: Frank Pierce, Public Defender and Lisa West

An increase of \$31,644 was requested for salaries. Mr. Pierce reviewed the new state regulations regarding the Public Defender's salary and the need to be in parity with the compensation received by prosecutors with comparable years of service. He noted their case load is up 160 -180 cases so far this year.

Tourism-Present: Doc Householder, Executive Director and George Diab, Tourism Council member.

Mrs. Favede noted the Board of Commissioners is working on significant changes regarding Tourism. Mr. Diab said he based the budget on the belief they would have \$450,000 based on 2016 income. He feels he has submitted a conservative budget request. A 3% increase in wages is factored in for consideration. Mr. Diab said they are no longer using an ad agency and will do that in-house. Tourism grants were decreased also. Mr. Coffland said he supports the grant money for the festivals as the smaller communities count on it. Mr. Thomas said a new contract with Tourism will be done and the current contract will be terminated.

Prosecutor-Present: Dan Fry, Prosecutor

An increase has been requested for salaries, supplies and FOJ expenses. Mr. Fry explained his salary increase for next year and noted that half of the Prosecutor's salary comes from the FOJ fund per statute.

Commissioner Thomas left the meeting.

Senior Services-Present: Gary Armitage, Executive Director and Cory Clark, Fiscal Manager

Mr. Armitage reviewed his budget request. Additional funds are being requested due to the new hires approved in October, the new union contract raises, hospitalization, and increased food costs. Mr. Coffland advised that his budget should only reflect operational costs, not capital improvements. Mr. Coffland explained that the Commissioners make the capital improvement payments. He said the loan for the new building should not be reflected in Mr. Armitage's budget. Mr. Armitage and Cory will work with Ms. Blake on a revised budget.

BREAK

Reconvened at 1:00 p.m. Present: Commissioners Favede and Coffland, Barb Blake, Fiscal Manager, and Jayne Long, Clerk. Absent: Commissioner Thomas

Budget Hearings Continued:

Maintenance-Present: Jack Regis, Facilities Manager

Ms. Blake prepares this budget. The biggest increase is for county buildings. Ms. Blake noted that the P80 fund for the Oakview Building is depleted so those costs now come from the general fund. Costs for other buildings are also up. Mr. Regis presented a list of ongoing and upcoming projects for the Board's review. The need for a maintenance person to be assigned to the new Senior Services Community Building was also discussed.

Robert DeFrank of the Times Leader joined the meeting.

Auditor's-Present: Andy Sutak, Auditor, and Cheryl Zeno and Sheila Turner, Deputy Auditors.

Mr. Sutak confirmed that \$21.8 remains a "solid number" for the 2017 certification amount. Mr. Coffland advised Mr. Sutak that we are \$1.8 million over that in requests already. Mr. Sutak said their request includes a cost of living increase if other departments are giving them and several personnel changes. He said "equipment" could be reduced from \$10,000 to \$5,000 if needed and salaries could be decreased some if needed.

Common Pleas-Present: Judge Fregiato and Laura Zupko, Clerk

An increase has been requested with the majority going to salaries. The audio-visual system needs upgraded in the courtroom. Erb gave a quote of \$10,000 which is down from original quote of \$105,000 from another company. The Board of Commissioners is okay with proceeding with Erb's quote. Ms. Blake will move the necessary funds to Common Pleas.

Magistrate-Present: Laura Zupko, Clerk, Belmont County Common Pleas Court

Ms. Zupko said she was asked to attend on behalf of the Magistrate's office and was told the requested increase is for 2 new computers. Ms. Blake noted that the requested increase is in the salary line item and the equipment line item request has gone down. Ms. Zupko was not aware.

Mrs. Favede said the budget hearings will resume on Friday, December 9, 2016.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:47 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 1:47 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 7th day of December, 2016.

Ginny Favede /s/ _____

Mark A. Thomas /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.

November 30, 2016

Ginny Favede /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK