

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

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

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

**"BILLS ALLOWED"**

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

Claim of	Purposes	Amount
A-Albert Parkhurst and four other members	Salary for Officials-Veterans/General Fund	5,025.00
A-Brett Fullen	Misc. Attorney Fees/General Fund	4,914.00
A-Kalkreuth Roofing & Sheet Metal, Inc.	Roof repairs-Fox Shannon/General Fund	90,700.00
A-McGhee & Co.	Chairs for Judge Solovan's courtroom/General Fund	8,281.50
G-Belmont Co. Tourism Council, Inc.	December Operating Expenses/Lodging Excise Tax Fund	20,000.00
J-T.A. Schirack, LLC	2012 Sexennial Reval Contract/Real Estate Assessment	39,626.35
K-Ohio Treasurer Boyce/OPWC	Emergency Repair Project/Engineer MVGT	14,557.11
K-Staley Communications, Inc.	New Radio System/Engineer MVGT	118,722.87
O-Ohio Water Development Authority	Mt. Victory Bond Retirement	6,387.20
P-Assure America Corp.	Bond renewals/WWS#2 Revenue Fund	515.00
P-Belmont Co. Sanitary Sewer District	Service-Oakview Bldg./Oakview Administration Bldg. Fund	419.25
P-Eastern Ohio Regional Wastewater Authority	Sewage disposal/BCSSD Funds	31,693.69
P-Municipal Utilities	Purchased Water/BCSSD Funds	351.36
P-Renee' Wilson	Reimburse travel expenses/BCSSD Funds	135.00
P-Safety-Kleen	Services/BCSSD Funds	145.60
P-St. Clair Auto Parts, Inc.	Materials/BCSSD Funds	3,635.08
P-Treasurer, State of Ohio	License Fee/WWS#3 Revenue Fund	1,551.36
P-Tri State Supply Co., Inc.	Materials/WWS#3 Revenue Fund	139.75
P-Yorkville Bd. Of Trustees of Public Affairs	Sewage disposal/BCSSD Funds	513.29
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	5,180.00
S-Intex Services, LLC	Initial supplies for painters/District Detention Home Fund	2,950.00
S-McGhee & Co.	Pouches/Northern Ct. General Special Projects Fund	54.49
S-OAMCCC	Membership Dues/Northern Ct. General Special Projects	175.00
S-Randall Marple	Reimburse travel expenses/Certificate of Title Admn. Fund	393.63
S-Results Engineering	Maintenance/Clerk of Courts Computer Fund	5,204.50
S-Thomas Jeep Eagle, Inc.	2 2010 Dakota Hotshot Vehicles/In Home Care Levy-Comm on Aging	74,472.00
T-Street Engineering & Surveying	Contract Services/Pipe Creek Pedestrian Bridge Fund	900.00
Y-Belmont Co. Drug Task Force	Drug Task Force Monies	4,443.32

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for December 8, 2010 as follow:

FUND	AMOUNT
A-GENERAL	\$2,194.67; \$8,020.88
A-GENERAL/AUDITOR	\$4,951.42
A-GENERAL/CHEST CLINIC	\$1,322.06
A-GENERAL/COMMON PLEAS	\$6,919.00; \$1,085.74
A-GENERAL/CORONER	\$4,236.33
A-GENERAL/EMA	\$1,826.67
A-GENERAL/JUVENILE COURT	\$912.78
A-GENERAL/SHERIFF	\$24,680.85
A-GENERAL/911	\$1,424.00
H-Job & Family, CSEA	\$6,159.06
H-Job & Family, Public Assistance	\$59,743.60; \$670.35; \$8,621.72
H-Job & Family, WIA	\$54,901.32; \$14,159.16
K-Engineer MVGT	\$33,181.30; \$496.88
M-Juvenile Ct. - Placement Services	\$23,430.62
M-Juvenile Ct. - Placement II	\$232.39
M-Juvenile Ct.-Title IV-E Reimb	\$95.28
M-Juvenile Ct.-Truant Officer Grant	\$254.10
P-Sanitary Sewer District	\$743.15; \$1,639.99; \$420.00; \$2,316.89; \$677.21; \$5,147.73; \$7,752.93; \$1,075.37 \$11,510.00; \$1,357.89; \$15,298.04; \$7,711.30; \$898.72; \$876.17; \$326.18; \$412.41
S-District Detention Home	\$6,932.33; \$4,940.10; \$5,647.37
S-Job & Family, Children Services	\$87,611.96; \$30,081.16; \$7,710.00
S-Juvenile Ct. - General Special Projects	\$3,403.67; \$75.00
S-Oakview Juvenile Residential Center	\$5,174.47
S-Probate Court Computer Fund	\$2,776.59
S-Sheriff Commissary	\$5,089.53
S-Western Court-General Special Projects	\$1,482.43
W-Law Library	\$9,072.69

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER**  
**WITHIN GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stab	E-0256-A014.A08.006 Waived Hosp	\$437.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE GENERAL FUND/PROBATE COURT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfers within fund for the General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0081-A002-D10.003 PERS	E-0081-A002-D02.002 Salaries	300.00
E-0081-A002-D10.003 PERS	E-0081-A002-D12.000 Other Expenses	588.13

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/JUVENILE COURT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0082-A002-C36.003 PERS	E-0082-A002-C32.010 Supplies	\$ 3,118.21

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/PUBLIC DEFENDER**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>PUBLIC DEFENDER</b>	<b>PUBLIC DEFENDER</b>	
E-0170-A006-G02.002 Salaries	E-0170-A006-G09.003 PERS	\$ 303.60

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/PROSECUTING ATTORNEY**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0111-A001-E11.000 Other Expenses	E-0111-A001-E09.003 PERS	\$ 2,531.70

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer within General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A017-A00.000 Contingency	E-0061-A002-B14.003 PERS Com Pleas	\$ 670.61
	E-0111-A001-E09.003 PERS Pros Atty	\$2,531.70
	<b>Total</b>	<b>\$3,202.31</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A14.000 Attorney Fees	E-0051-A001-A13.000 Postage	\$ 25,000.00
E-0257-A015-A14.000 Attorney Fees	E-0051-A001-A16.000 Indigent Burials	\$ 10,000.00
E-0257-A015-A14.000 Attorney Fees	E-0055-A004-B04.000 Maintenance Repairs	\$ 5,000.00
E-0257-A015-A14.000 Attorney Fees	E-0055-A004-B06.000 Jail Maintenance	\$ 5,000.00
E-0257-A015-A14.000 Attorney Fees	E-0055-A004-B30.000 Thoburn Bldg	\$ 30,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR CARE AND CUSTODY FUND/JUVENILE COURT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Care and Custody Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>CARE AND CUSTODY</b>	<b>CARE AND CUSTODY</b>	
E-0400-M060-M25.003 Salaries CCAP	E-0400-M060-M26.003 PERS CCAP	\$ 638.19

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND  
 FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

<b>FROM SSD #2</b>	<b>TO SSD #2</b>	<b>AMOUNT</b>
E-3705-P053-P14.000 OE	E-3705-P053-P09.000 SEW. DISPOSAL	\$ 7,000.00
E-3705-P053-P16.074 TRAN OUT	E-3705-P053-P01.002 SALARIES	\$ 30,000.00
E-3705-P053-P16.074 TRAN OUT	E-3705-P053-P13.003 PERS	\$ 10,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR  
 THE DISTRICT DETENTION HOME FUND S33**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the District Detention Home Fund S33.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0910-S033-S48.007 Unemployment Comp	E-0910-S033-S33.002 Salaries	500.00
E-0910-S033-S34.010 Supplies	E-0910-S033-S33.002 Salaries	546.00
E-0910-S033-S36.012 Equipment	E-0910-S033-S33.002 Salaries	1,002.00
E-0910-S033-S35.000 Materials	E-0910-S033-S33.002 Salaries	215.00
E-0910-S033-S43.000 Travel & Training	E-0910-S033-S33.002 Salaries	277.00
E-0910-S033-S37.000 Contract Repairs	E-0910-S033-S33.002 Salaries	353.00
E-0910-S033-S38.011 Contract Services	E-0910-S033-S33.002 Salaries	1,099.00
E-0910-S033-S39.000 Food Service Expenses	E-0910-S033-S33.002 Salaries	435.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR  
 THE DISTRICT DETENTION HOME FUND S33**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the District Detention Home Fund S33.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0910-S033-S60.010 Supplies/GS	E-0910-S033-S33.002 Salaries	7,000.00
E-0910-S033-S62.000 Materials/GS	E-0910-S033-S33.002 Salaries	54.00
E-0910-S033-S36.012 Equipment /GS	E-0910-S033-S33.002 Salaries	68.00
E-0910-S033-S64.000 Contract Repairs/GS	E-0910-S033-S33.002 Salaries	50.00
E-0910-S033-S65.011 Contract Services/GS	E-0910-S033-S33.002 Salaries	962.00
E-0910-S033-S66.000 Medical/GS	E-0910-S033-S33.002 Salaries	150.00
E-0910-S033-S67.000 Travel & Training/GS	E-0910-S033-S33.002 Salaries	500.00
E-0910-S033-S70.000 Contingency Fund/GS	E-0910-S033-S33.002 Salaries	300.00
E-0910-S033-S64.000 Contract Repairs/GS	E-0910-S033-S33.002 Salaries	144.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR  
 THE COMM-BASED CORRECTIONS ACT GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Comm-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	\$ 846.04

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR  
 THE EASTERN DIV. COURT COMPUTER FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfer within fund for the Eastern Div. Court Computer Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1570-S084-S12.004 Workers Comp	E-1570-S084.-S11.003 PERS	\$1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN THE  
 PROSECUTOR'S GENERAL FUND AND VICTIM ASSISTANCE FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the Prosecutor's General Fund and Victim Assistance Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0111-A001-E11.000 Other Expense	R-1511-W080-P07.574 Transfer In	\$2,200.00

Upon roll call the vote was as follows:

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

**IN THE MATTER TRANSFER BETWEEN THE GENERAL FUND AND HOSPITALIZATION Y091 FUND**

Motion made by Mrs. Favede seconded by Mr. Coffland to approve the following transfer from the Belmont County General Fund into the Hospitalization Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A06.006 Group Liab.	R-9861-Y091-Y01.500 Hosp.	\$100,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/ BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of November, 2010.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	117.88
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	675.78
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD #1 03004002 Transfers In	115.50
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	8.85
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>252.73</u>
<b>TOTAL</b>		<b>1,170.74</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/COMMON PLEAS COURT**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 8, 2010.

E-0061-A002-B05.000	Intense Probation/Clerk of Courts	
	Supervisory Fees Collected in October and November 2010	\$ 6,313.91

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE BHJD – SARGUS REMODELING FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 8, 2010.

E-9058-N058-N04.074	Transfers Out	\$ 11,797.50
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE PORT AUTHORITY S012 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources under the date of December 8, 2010.

E-9799-S012-S01.002 Salary	\$2,185.23
E-9799-S012-S08.003 PERS	\$1,897.00
E-9799-S012-S02.006 Hospitalization	\$ .20
E-9799-S012-S03.012 Equipment	\$5,483.99
E-9799-S012-S11.005 Medicare	<u>\$ 77.00</u>
<b>Total</b>	<b>\$9,643.42</b>

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR DISTRICT DETENTION HOME S033 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 8, 2010.

<b>DISTRICT DETENTION HOME</b>		
E-0910-S033-S33.002	Salaries	14,008.00
E-0910-S033-S44.003	OPERS/STRS	6,708.00
E-0910-S033-S50.005	Medicare	<u>525.00</u>
<b>TOTAL</b>		<b>21,241.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE  
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 8, 2010.

E-1511-W080-P01.002	Salaries	255.00
E-1511-W080-P01.002	Salaries	390.88
E-1511-W080-P05.003	PERS	483.10
E-1511-W080-P07.006	Hospitalization	<u>1,326.02</u>
<b>TOTAL</b>		<b>2,455.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF PARTIAL REPAYMENT OF  
CASH ADVANCE OF FUNDS FOR THE SARGUS REMODELING FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following PARTIAL REPAYMENT OF CASH ADVANCE of funds for the Sargus Remodeling Fund as follows:

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>SARGUS REMODELING FUND</b>	<b>GENERAL FUND</b>	
E-9058-N058-N04.074 Transfers Out	R-0040-A000-A48.575 Advances In	\$ 11,797.50

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated December 8, 2010, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland granting permission for county employees to travel as follows:  
**BCDJFS – Brenna Rocchio and Mary Hagiloizou to travel o Zanesville, OH, on Dec. 16, 2010, to attend IM Admn. & Supervisor Networking Meeting. Estimated expenses: \$20.00**

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	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 November 10, 2010.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM  
FLAG FLOORS TO PROVIDE AND INSTALL CARPET  
IN THE COURTHOUSE ANNEX III (FORMER THOBURN CHURCH)**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Flag Floors of Barnesville in the amount of one thousand, seven hundred and ninety-three dollars (\$1,793.00) to provide and install carpet in the Courthouse Annex III (former Thoburn Church).

Flag Floors  
P.O. Box 306  
207 North Chestnut Street  
Barnesville, OH 43713

**PROPOSAL**  
DATE  
11/30/2010

<b>To:</b>	<b>Project:</b>
<b>BELMONT COUNTY COMMISSIONERS 100 WEST MAIN STREET ST. CLAIRSVILLE, OH 43950 FAX: 740-699-2156 CINDY **REVISED QUOTE**</b>	<b>OLD CHURCH BUILDING</b>

<b>We hereby submit estimate for:</b>	<b>TOTAL</b>
<b>PROVIDE AND INSTALL NEYLAND II 26 OZ. CARPET, GLUE DOWN IN RUNWAY AREA, TWO OFFICES AND STEPS. TAKE UP EXISTING CARPET ON STEPS AND INSTALL METAL WHERE NEEDED.</b>	<b>1,793.00</b>
<b>TOTAL</b>	<b>1,793.00</b>

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS

<b>Phone#</b>	<b>Fax #</b>
<b>(740) 425-3344</b>	<b>(740) 425-3614</b>

ACCEPTANCE SIGNATURE Matt Coffland /s/  
Ginny Favede /s/  
Charles R. Probst, Jr. /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF BO KEMO AS WINTER INTERN CLERK AT WESTERN DIVISION COURT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Bo Kemo as Winter Intern Clerk at Western Division Court, commencing December 6, 2010 through December 31, 2010, based upon the recommendation of Judge Harry W. White; Mr. Kemo will work 35 hours per week at the rate of \$7.50 per hour to be paid from the court's Special Projects Fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY INCREASE FOR TODD KREBS/BCSSD EMPLOYEE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve a fifty cent (\$.50) per hour pay increase effective November 4, 2010 for Todd Krebs who has obtained his Class I Water Plant Operator License, based upon the recommendation of Mark Esposito, Director, Belmont County Sanitary Sewer District.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR FURNISHING TWO (2) NEW HOTSHOT VEHICLES FOR BELMONT SENIOR SERVICES AND RE-BID THE SAME**

Motion made by Mrs. Favede, seconded by Mr. Coffland to reject all bids received on November 23, 2010 for furnishing two (2) new HotShot vehicles for Belmont Senior Services and to re-bid for the same based upon the recommendation of the Belmont Senior Services Board of Trustees.

**NOTICE TO BIDDERS**

**BELMONT COUNTY COMMISSIONERS' OFFICE  
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **10:30 A.M. (Local Time) WEDNESDAY December 29, 2010, for furnishing two (2) new HotShot Vehicles with Meal Delivery Package, for Belmont Senior Services**, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. —OR—
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

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

**Times Leader Advertisement: Two (2) Tuesdays, December 14, 2010 and December 21, 2010**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 4 TO AN AGREEMENT OF SUBLEASE WITH RESPECT TO THE BELMONT COUNTY MULTI-COUNTY JUVENILE COURT REHABILITATION CENTER**

**RESOLUTION NO.**

The Board of County Commissioners of the County of Belmont, Ohio met in regular session this date with the following members present:

Ginny Favede, Matt Coffland and Charles R. Probst, Jr.

Mrs. Favede offered the following resolution and moved its passage, which motion was duly seconded by Mr. Coffland.

**A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 4 TO AN AGREEMENT OF SUBLEASE WITH RESPECT TO THE BELMONT COUNTY MULTI-COUNTY JUVENILE COURT REHABILITATION CENTER**

**WHEREAS**, pursuant to Chapter 152 of the Ohio Revised Code enacted under authority of the Constitution of Ohio, particularly Section 2i of Article VIII thereof, which authorizes the Ohio Building Authority ("Authority") to issue obligations of the State of Ohio as from time to time authorized by the General Assembly of the State of Ohio (the "General Assembly") to pay costs of capital facilities for the purpose of housing agencies of state government, including the housing of personnel, equipment or functions that such state agencies are responsible for housing, and pursuant to the authorization of the General Assembly contained in Amended Substitute Senate Bill No. 245 enacted by the 123<sup>rd</sup> General Assembly, Amended Substitute House Bill No. 640 enacted by the 123<sup>rd</sup> General Assembly, Amended Substitute House Bill No. 462 enacted by the 128<sup>th</sup> General Assembly, and other legislation heretofore or hereafter enacted by the General Assembly, the Authority intends to finance the costs of certain capital facilities, including the Belmont County Multi-County Juvenile Court Rehabilitation Center (the "Project"); and

**WHEREAS**, the Authority, by Resolution No. 1990-3 adopted June 5, 1990 (the "General Bond Resolution") and by a Trust Agreement dated as of June 1, 1990 (the "Original Trust Agreement", and as supplemented and amended from time to time, the "Trust Agreement"), has provided for the issuance from time to time of Juvenile Correctional Facilities Bonds (including bonds, notes or other evidences of obligation) of the State (the "Bonds") to, among other purposes, finance the acquisition, construction or renovation of single-county or joint-county juvenile facilities authorized under Section 2151.65 of the Ohio Revised Code, including the Project; and

**WHEREAS**, in order to provide for such financing and the construction of the Project, the County has previously entered into an Agreement of Sublease dated as of April 7, 1993 (the "Original Sublease", and as supplemented and amended from time to time, including by Amendment No. 1 to Agreement of Sublease dated as of September 1, 1993, by Amendment No. 2 to Amendment of Sublease dated as of July 1, 2001, and by Amendment No. 3 to Amendment of Sublease dated \_\_\_\_\_, 2002 (collectively, the "Prior Amendments"), with the Ohio Department of Youth Services concerning the Project; and

**WHEREAS**, in view of an additional appropriation for the Project, the County and the Ohio Department of Youth Services wish to enter into an Amendment No. 4 to Agreement of Sublease (The "Amendment"), in order to amend the description of the Project contained in Exhibit A to the Original Sublease, as amended pursuant to the Prior Amendments.

**NOW, THEREFORE, BE IT RESOLVED**, that any two members of the Board of County Commissioners of the County are authorized and directed to execute and deliver, in the name and on behalf of the County, the Amendment between the County and the Ohio Department of Youth Services, in substantially the form submitted to and now on file with the County which is hereby approved, with such changes therein not inconsistent with this resolution as may be approved by such members of the Board of County Commissioners. The approval of such changes by said County Commissioners shall be conclusively evidenced by the execution of the Amendment by such County Commissioners; and

**FURTHER RESOLVED**, that each officer of the County and each member of the Board of County Commissioners are each separately authorized to take any and all actions and to execute such certificates and other instruments as may be necessary or appropriate in order to effect the intent of these resolutions; and

**FURTHER RESOLVED**, that it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code; and

**FURTHER RESOLVED**, that this resolution shall take effect and be in force immediately upon its adoption and, to the extent inconsistent therewith, supersedes any prior resolution of this Board of County Commissioners.

Voting Aye thereon: Ginny Favede, Matt Coffland and Charles R. Probst, Jr.

Date: 12/8/10

Matt Coffland /s/  
County Commissioner  
Charles R. Probst, Jr. /s/  
County Commissioner  
Ginny Favede /s/  
County Commissioner

**IN THE MATTER OF APPROVING AND SIGNING THE  
AMENDMENT NO. 4 TO THE AGREEMENT OF SUBLEASE  
BETWEEN ODYS AND BELMONT COUNTY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment No. 4 to the Agreement of Sublease between the Ohio Department of Youth Services and Belmont County.

**AMENDMENT NO. 4 TO AGREEMENT OF SUBLEASE  
between  
OHIO DEPARTMENT OF YOUTH SERVICES  
and the  
COUNTY OF BELMONT, OHIO**

This AMENDMENT NO. 4 TO AGREEMENT OF SUBLEASE ("Fourth Amendment"), dated as of December 8, 2010, between the DEPARTMENT OF YOUTH SERVICES (the "Department"), duly created and existing under and by virtue by Chapter 121 of the Ohio Revised Code as an administrative department of the State of Ohio (the "State") and the COUNTY OF BELMONT, OHIO (the "County"), a county and governmental subdivision of the State of Ohio duly and lawfully created and existing under the laws of the State;

WITNESSETH:

**WHEREAS**, the Department and the County have heretofore entered into an Agreement of Sublease dated as of April 17, 1993 (the "Original Sublease") with respect to the Belmont County Multi-County Juvenile Court Rehabilitation Center (the "Project");

**WHEREAS**, the description of the Project set forth in Exhibit A to the Original Sublease has heretofore been amended pursuant to the terms of: (i) an Amendment No. 1 to Agreement of Sublease (the "First Amendment"), dated as of September 1, 1993, (ii) an Amendment No. 2 to Agreement of Sublease dated as of July 1, 2001 (the "Second Amendment"), and (iii) an Amendment No. 3 to Agreement of Sublease, dated as of \_\_\_\_\_, 2002 (the "Third Amendment", and collectively with the First Amendment and Second Amendment, the "Prior Amendments") each between the parties hereto; and

**WHEREAS**, the parties hereto desire to further amend the description of the Project set forth in Exhibit A to the Original Sublease, as amended pursuant to the Prior Amendments, in order to more accurately describe the Project;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein set forth, the parties hereto agree as follows:

Section 1. Amendment and Restatement of Exhibit A. Exhibit A to the Original Sublease, as previously amended by the Prior Amendments, is hereby amended and restated in its entirety in the form of the Fourth Amended and Restated Exhibit A attached hereto and made a part hereof.

Section 2. Original Sublease Unaltered. Except as expressly modified hereby, the Original Sublease, as amended and supplemented by the Prior Amendments, remains unaltered and in full force and effect.

Section 3. Effect of Fourth Amendment. This Fourth Amendment shall be considered an integral part of the Original Sublease, as amended, and all references to the Sublease in the Original Sublease, as amended, or any document referring thereto shall, on and after the date of this Fourth Amendment, be deemed to be references to the Original Sublease, as previously amended and as amended by this Fourth Amendment.

Section 4. Binding Effect. The Fourth Amendment shall inure to the benefit of and shall be binding upon the Department and the County and their respective permitted successors and assigns.

Section 5. Counterparts. This Fourth Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6. Governing Law. This Fourth Amendment is and shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State.

**IN WITNESS WHEREOF**, the parties hereto have caused this Fourth Amendment to be executed by their duly authorized officers or representatives as of the day and year first hereinabove set forth, but actually on the dates of their respective acknowledgements.

**OHIO DEPARTMENT OF YOUTH SERVICES**

By: \_\_\_\_\_  
Christine Money,  
Interim Director

**COUNTY OF BELMONT, OHIO**

By: Matt Coffland /s/  
County Commissioner

By: Charles R. Probst, Jr. /s/  
County Commissioner

By: Ginny Favede /s/  
County Commissioner

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO ONE (1) YEAR LEASE AGREEMENTS WITH BELMONT SENIOR SERVICES, INC. FOR OFFICE SPACE IN THE OAKVIEW BUILDING 2010/2011**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into one (1) year lease agreements with Belmont Senior Services, Inc., (Lessee) for office space in the Oakview Building, 45240 National Road, St. Clairsville as follows:

\$39,625.00 effective January 1, 2010 through December 31, 2010.

\$38,022.00 effective January 1, 2011 through December 31, 2011.

**2010 LEASE**

The Board of County Commissioners of Belmont County, Ohio, the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont Senior Services Inc.**, Ohio, Lessee, leases to the Lessee, the following premises:

Four Thousand Nine Hundred Fourteen (4,914) square feet of office space in the building known as **Oakview** and located at 45240 National Road, St. Clairsville, Ohio 43950.

For the term of one (1) year commencing on January 1, 2010 at \$39,625.00, payable in equal monthly installments of \$3,302.08 each, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the Written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. That the Lessee keep insured its demised portion of the premises against loss or damage by fire and wind storm to the amount of not less than fifty thousand (\$50,000) dollars in insurance companies qualified to do business in Ohio, in the joint names of the Lessor and Lessee, as their interest may appear.
9. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
10. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
11. Lessee agrees to pay in conjunction with capital costs, operations costs. This cost represents the Lessee's estimated share of electric, gas, water, sewage and insurance. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and operation costs are calculated from the annual Cost Allocation Plan. Effective January 2009 and for a lease term of one (1) year, utilities will be calculated and collected through the indirect cost plan.
12. This lease may be terminated by either party with a sixty (60) day advance written notice.
13. Lessor will provide the following amenities for the benefit of the Lessee: general maintenance services.

If the Lessee breaches any of its agreements, or vacates the premises during the term, the Lessor may re-let the premises for the remainder of the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

If the premises, without any fault to the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate this lease.

All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.

This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 8th day of December, 2010 St. Clairsville, Ohio.

Ginny Favede /s/  
Commission President  
Belmont County Commissioners  
Lessor

Frank Carrothers, Sr. /s/  
Chairman, Board of Trustees  
Belmont Senior Services Inc.  
Lessee

Approved as to form:  
David K. Liberati /s/  
David Liberati – Assistant Prosecutor

**2011 LEASE**

The Board of County Commissioners of Belmont County, Ohio, the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont Senior Services Inc.**, Ohio, Lessee, leases to the Lessee, the following premises:

Four Thousand Nine Hundred Fourteen (4,914) square feet of office space in the building known as **Oakview** and located at 45240 National Road, St. Clairsville, Ohio 43950.

For the term of one (1) year commencing on January 1, 2011 at \$38,022.00, payable in equal monthly installments of \$3,168.50 each, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the Written consent of Lessor;



5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
  6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
  7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
  8. That the Lessee keep insured its demised portion of the premises against loss or damage by fire and wind storm to the amount of not less than fifty thousand (\$50,000) dollars in insurance companies qualified to do business in Ohio, in the joint names of the Lessor and Lessee, as their interest may appear.
  9. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
  10. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
  11. Lessee agrees to pay in conjunction with capital costs, operations costs. This cost represents the Lessee's estimated share of electric, gas, water, sewage and insurance. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and operation costs are calculated from the annual Cost Allocation Plan. Effective January 2009 and for a lease term of one (1) year, utilities will be calculated and collected through the indirect cost plan.
  12. This lease may be terminated by either party with a sixty (60) day advance written notice.
  13. Lessor will provide the following amenities for the benefit of the Lessee: general maintenance services.
- If the Lessee breaches any of its agreements, or vacates the premises during the term, the Lessor may re-let the premises for the remainder of the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved. If the premises, without any fault to the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate this lease.
- All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee. The Lessor and Lessee have signed on the 8th day of December, 2010 St. Clairsville, Ohio.

Ginny Favede /s/  
 Commission President  
 Belmont County Commissioners  
 Lessor

Frank Carrothers, Sr. /s/  
 Chairman, Board of Trustees  
 Belmont Senior Services Inc.  
 Lessee

Approved as to form:  
David K. Liberati /s/  
 David Liberati – Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ONE (1) YEAR LEASE AGREEMENT WITH BELMONT SENIOR SERVICES INC. , FOR OFFICE SPACE IN THE THOBURN CHURCH BUILDING FOR 2010**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a one (1) year lease agreement with Belmont Senior Services, Inc., Lessee, for office space on the ground floor of the building currently known as the Thoburn Church, effective January 1, 2010 through December 31, 2010 as follows:

- 2 monthly installments of \$100
- 10 monthly installments of \$1,655.30 beginning March 1, 2010

**2010 LEASE**

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont Senior Services Inc.**, leases to the Lessee, the following premises:

Office space on the ground floor (3675 sq. ft.) of the building currently known as the **Thoburn Church** at St. Clairsville.

**For the term of one year**, payable in 2 monthly installments of One Hundred (\$100.00) Dollars each and 10 monthly installments of \$1,655.30 starting March 1, 2010 thru December 31, 2010, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Effective January 1, 2010 through December 31, 2010.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the Written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. That the Lessee keep insured its demised portion of the premises against loss or damage by fire and wind storm to the amount of not less than fifteen thousand (\$15,000) dollars in insurance companies qualified to do business in Ohio, in the joint names of the Lessor and Lessee, as their interest may appear.
9. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
10. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
11. Lessee agrees to pay in conjunction with capital costs, operations costs. This cost represents the Lessee's estimated share of electric, gas, water, sewage and insurance. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and operation costs are calculated from the annual Cost Allocation Plan. Effective January 2009 and for a lease term of one (1) year, utilities will be calculated and collected through the indirect cost plan.
12. This lease may be terminated by either party with a sixty (60) day advance written notice.
13. Lessor will provide the following amenities for the benefit of the Lessee: General housekeeping services (on a regular basis), general maintenance services, and payment of all utilities.

If the Lessee breaches any of its agreements, or vacates the premises during the term, the Lessor may re-let the premises for the remainder of the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

If the premises, without any fault to the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate this lease.

All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.

This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 8th day of December, 2010 St. Clairsville, Ohio.

Ginny Favede /s/

Commission President  
Belmont County Commissioners  
Lessor

Frank Carrothers, Sr. /s/

Chairman, Board of Trustees  
Belmont Senior Services Inc.  
Lessee

Approved as to form:

David K. Liberati /s/

David Liberati – Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ONE (1) YEAR LEASE AGREEMENT WITH BELMONT SENIOR SERVICES, INC. FOR OFFICE SPACE IN THE THOBURN CHURCH BUILDING FOR 2011**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a one (1) year lease agreement with Belmont Senior Services, Inc., Lessee, in the amount of \$16,838.00 for office space on the ground floor of the building currently known as the Thoburn Church, effective January 1, 2011 through December 31, 2011.

**2011 LEASE**

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont Senior Services Inc.**, leases to the Lessee, the following premises:

Office space on the ground floor (3675 sq. ft.) of the building currently known as the **Thoburn Church** at St. Clairsville.

**For the term of one year, at Sixteen Thousand Eight Hundred and Thirty-eight (\$16,838.00) Dollars** payable in equal monthly installments of One Thousand Four Hundred and Three Dollars and Seventeen Cents (\$1,403.17) on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Effective January 1, 2011 through December 31, 2011.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the Written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. That the Lessee keep insured its demised portion of the premises against loss or damage by fire and wind storm to the amount of not less than fifteen thousand (\$15,000) dollars in insurance companies qualified to do business in Ohio, in the joint names of the Lessor and Lessee, as their interest may appear.
9. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
10. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
11. Lessee agrees to pay in conjunction with capital costs, operations costs. This cost represents the Lessee's estimated share of electric, gas water, sewage and insurance. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and operation costs are calculated from the annual Cost Allocation Plan. Effective January 2009 and for a lease term of one (1) year, utilities will be calculated and collected through the indirect cost plan.
12. This lease may be terminated by either party with a sixty (60) day advance written notice.
13. Lessor will provide the following amenities for the benefit of the Lessee: General housekeeping services (on a regular basis), general maintenance services, and payment of all utilities.

If the Lessee breaches any of its agreements, or vacates the premises during the term, the Lessor may re-let the premises for the remainder of the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

If the premises, without any fault to the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate this lease.

All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.

This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 8th day of December, 2010 St. Clairsville, Ohio.

Ginny Favede /s/

Commission President  
Belmont County Commissioners  
Lessor

Frank Carrothers, Sr. /s/

Chairman, Board of Trustees  
Belmont Senior Services Inc.  
Lessee

Approved as to form:

David K. Liberati /s/

David Liberati – Assistant Prosecutor

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Mr. Jagucki made a formal request for progress reports showing the percentage of work completed on the Neffs Sewerage Project. Mr. Coffland explained the status of the project is as was discussed at the meeting in Neffs one month ago. Mr. Probst

stated the project is moving through the proper steps, it can't move any faster than what it is, and is as close to being bid as it ever has been. Mr. Jagucki wants reports on the percentage of completion of the design and engineering phases.

Mike Bianconi again expressed his disapproval regarding renovating the old jail. He is of the opinion that it is a waste of federal, state or county tax dollars. He asks that the building be torn down. Mrs. Favede advised the county does not and will not at any time have any funds freed up to tear down the same. She further stated we are property owners in the City of St. Clairsville who are being bad stewards of said property to the City for allowing this building to become dilapidated in a city that tries very hard to keep itself attractive. The other property owners in the downtown district have all dipped into their own pockets to restore their facades during the restoration project in the 1990's. The only property owner that didn't participate was Belmont County.

**BREAK 10:30 A.M.**

**RECONVENED AT 1:27 P.M. WITH ALL COMMISSIONERS PRESENT.**

**IN THE MATTER OF APPROVING AND SIGNING THE  
CERTIFICATE OF SUBSTANTIAL COMPLETION FOR  
COLAIANNI CONSTRUCTION, INC./NEW BELMONT CO.  
EASTERN DIVISION COURT BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the Certificate of Substantial Completion issued May 26, 2010 for Colaianni Construction, Inc., General Construction contractor for the new Belmont County Eastern Division Court building project, based upon the recommendation of Danny Popp, Project Manager and M&G Architects & Engineers, Project Architect.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY APPLICATIONS  
#8 AND #9 FOR COLAIANNI CONSTRUCTION, INC./NEW  
BELMONT CO. EASTERN DIVISION COURT BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following pay applications for Colaianni Construction, Inc. for the Belmont County Eastern Division Court Building Project, based upon the recommendation of Danny Popp, Project Manager and M&G Architects & Engineers, project architect.

<u>CONTRACTOR</u>	<u>APPLICATION NO.</u>	<u>AMOUNT</u>
Colaianni Construction, Inc. (General Trades)	#8	credit amount (\$ 7,065.20)
Colaianni Construction, Inc. (General Trades)	#9	retainage \$70,540.82

Upon roll call the vote was as follows:

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

**RECONVENED MONDAY, DECEMBER 13, 2010 AT 10:20 A.M. WITH ALL COMMISSIONERS PRESENT.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:20 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:20 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of December, 2010.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK