

St. Clairsville, Ohio

January 21, 2015

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

**"BILLS ALLOWED"**

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

Claim of	Purposes	Amount
A-Treasurer, State of Ohio	Recoupment-4 <sup>th</sup> Qtr. 2014 Indigent Client Fees/General Fund	538.00
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	685.96
S-John Rowan	Youth Activity/Oakview Juvenile Residential Center Funds	60.00
S-Sysco Foods Scvs. of Cleveland	Food/NSLA Oakview Juvenile Residential Center Funds	756.81
W-Pamela S. Bowman	Reimburse supplies/Prosecutor's Victim Program	208.62
Y-Bethesda, Village of	Vehicle license tax/Municipal Auto License Fund	12,865.63

**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 January 21, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$435,478.25
A-GENERAL/Common Pleas-Probation	\$838.94
A-GENERAL/EMA	\$4,341.97
A-GENERAL/Probate	\$2,665.63
A-GENERAL/Sheriff	\$14,311.41
A-GENERAL/911	\$2,354.01
B-Dog & Kennel	\$682.85
H-Job & Family, CSEA	\$28.00
H-Job & Family, Public Assistance	\$176.55; \$4,794.11
H-Job & Family, WIA	\$10,478.96
K-Engineer MVGT	\$32,861.23
M-Juvenile Ct.-Placement II	\$441.65
M-Juvenile Ct.-Title IV-E Reimbursements	\$390.00
N-Capital Projects-Facilities	\$884.00
P-Oakview Adm Bldg.	\$4,639.63
P-Sanitary Sewer District	\$80,433.94; \$42,620.58; \$1,444.99; \$14,242.04; \$1,709.56; \$80.46
S-District Detention Home	\$15,844.27
S-Eastern Court Gen. Special Projects	\$2,311.02
S-Northern Court Gen. Special Projects	\$2,311.01
S-Job & Family, Children Services	\$2,653.89; \$7,057.58
S-Oakview Administration Bldg.	\$3,167.81; \$595.00
S-Oakview Juvenile Residential Center	\$595.00; \$1,756.00
S-Port Authority	\$4,898.75
S-Senior Services	\$57,573.95
S-Sheriff Commissary	\$1,239.20
U-Sheriff's Reserve Account	\$143.65
W-Law Library	\$12,309.89

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND**

FROM	TO	AMOUNT
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A15.007 Unemployment	\$1,420.45
E-0051-A001-A50.000 Budget Stabilization	E-0040-A002-G43.010 Northern Ct. Supplies	\$2,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0040-A002-G63.010 Eastern Ct. Supplies	\$2,000.00

**S30 OAKVIEW JUVENILE REHABILITATION FUND**

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$100,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S69.007 Unemployment	\$1816.81
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S57.000 Travel	\$1318.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$20,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$3,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S65.000 Indirect	\$3,254.16
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$25,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S59.000 Fuel/Utilities	\$20,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S58.000 Communications	\$3,504.56

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

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

**E11 9-1-1 WIRELESS FUND AND THE T08 DOMESTIC VIOLENCE GRANT/SHERIFF**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2301-E011-S02.012 Equipment	R-5105-T008-T07.574 Transfers In	\$4,677.46
<i>RE: Money deposited to wrong account on 9/23/14. Transfer to correct pay in #195514.</i>		
E-2301-E011-S02.012 Equipment	R-5105-T008-T07.574 Transfers In	\$7,236.40
<i>RE: Money deposited to wrong account on 9/23/14. Transfer to correct pay in #195515.</i>		

**S66 BOARD OF DEVELOPMENTAL DISABILITIES FUND AND THE S69 MR/DD MEDICAID RESERVE FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$1,000,000.00
Upon roll call the vote was as follows:		
	Mr. Thomas	Yes
	Mrs. Favede	Yes
	Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 2, 2015\*\***

**N29CAPITAL PROJECTS-FACILITIES FUND**

E-9029-N029-N02.055	Courthouse Bldg. Repair	\$10,000.00
<i>Needed for additional costs associated with the Courthouse elevator modernization project.</i>		

**\*\*JANUARY 21, 2015\*\***

**GENERAL FUND**

E-0061-A002-B05.000	Intense Probation/Clerk of Courts	\$3,020.46
<i>Reflects the amount of supervisory fees collected in the period of December 2014.</i>		
E-0257-A015-A15.074	Transfers-Out	\$9,092.16
<i>Gulfport Energy Royalties - \$92.16 and Regency Gas Services ROW - \$9,000.00</i>		

**H05 WORKFORCE DEVELOPMENT FUND/BCDJFS**

E-2600-H005-H14.000	OWIP	\$2,000.00
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**H11 FAMILY AND CHILDREN FIRST COUNCIL/BCDJFS**

E-2770-H011-H01.000	HMG-Early Intervention and Home Visiting	\$33,426.00
E-2770-H011-H03.000	FCFC Administrative Funds	\$15,750.00
E-2770-H011-H04.000	HMG Early Intervention Part C	\$79,959.00
E-2770-H011-H05.000	Children's Trust Fund	\$18,487.00
E-2770-H011-H06.000	System of Care	\$36,011.00

**S69 MR/DD MEDICAID RESERVE FUND**

E-2413-S069-S01.011	Contract Services	\$139,652.00
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**W98 CEBCO WELLNESS GRANT FUND**

E-1498-W098-W04.010	Supplies	\$ 510.00
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Upon roll call the vote was as follows:

	Mr. Thomas	Yes
	Mrs. Favede	Yes
	Mr. Coffland	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 January 21, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST FOR CERTIFICATION**

**OF MONIES BY THE BUDGET COMMISSION**

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

**GENERAL FUND - \$92.16** deposited into R-0050-A000-A02.500 on 01/05/15 (*Check No. 049513/Royalties from Gulfport Energy*).

**\$9,000.00** deposited into R-0050-A000-A02.500 on 01/15/15 (*Payment on Surface Use Option/Regency Gas Services*).

**CEBCO WELLNESS GRANT FUND - \$510.00** paid into R-1498-W098-W02.500 on 01/21/15 (*CK #1139 - Reimbursement from vendor for duplicate payment*).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION**

**FOR COUNTY EMPLOYEES TO TRAVEL**

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

**DJFS** – Lori O’Grady to travel to Wilmington, OH, on Feb. 1-3, 2015, to attend OHPELRA Conference. Estimated expenses: \$878.38

**SENIOR SERVICES** – Sue Hines and seniors to travel to Wheeling, WV, on Feb. 24, 2015, for a senior center outing. Mike McBride and seniors to travel to Wheeling, WV, on Feb. 25, 2015, for a senior center outing.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE RENEWAL OF THE ONE-YEAR LEASE AGREEMENTS WITH BCDJFS FOR THE FOX SHANNON AND MARTINS FERRY SATELLITE OFFICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the renewal of the one-year lease agreements with the Belmont County Department of Job and Family Services for the Fox Shannon and Martins Ferry Satellite offices, effective January 1, 2015, as follows:

<b><u>Building/Location</u></b>	<b><u>Annual Amount</u></b>
310 Fox Shannon Place	\$17,709.08
Martins Ferry Satellite Office	\$14,717.00

**2015 LEASE AGREEMENT**

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 County Department of Job & Family Services**, Lessee, leases to the Lessee, the following premises:

Fourteen thousand two hundred twenty five (14,225) square feet of office space in the building known as the **310 Fox Shannon Place** and located at **310 Fox Shannon Place, St. Clairsville, Ohio 43950**.

For the term of one (1) year commencing on January 1, 2015 at a total cost of \$17,709.08, payable in eight (8) monthly installments of \$1,475.76 and four (4) monthly installments of \$1,475.75 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. Said amount is calculated from the original amortization schedule.

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. 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.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay rent for capital cost purposes at the amounts designated in the forty (40) year amortization schedule on file with the Commissioners' office. Property insurance on this facility is collected in the annual cost allocation plan as part of the Shared indirect cost amount. Other operating costs such as utilities, etc., are paid directly by Lessee.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
15. If the premises, without any fault of 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 the lease.
16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
17. 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 21st day of January, 2015, at St. Clairsville, Oh

Mark A. Thomas /s/  
Commission President  
Belmont County Board of Commissioners  
Lessor

Vince Gianangeli /s/  
Director, Dept. of Job & Family Services  
Lessee

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

**2015 LEASE AGREEMENT**

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 County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:

Nine thousand eight hundred and sixty-one (9,861) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935**.

For the term of one (1) year commencing on January 1, 2015 at a total cost of \$14,717.00, payable in eight (8) monthly installments of \$1,226.42 and four (4) monthly installments of \$1,226.41 each, 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.

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. 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.

- 9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
- 10. Lessee agrees to pay in conjunction with capital costs and insurance, the actual operational costs which represent the Lessee's actual utility payments for electric, gas, water, and sewage directly to the vendor providing said services. 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 insurance costs are calculated from the annual Maximus Cost Allocation Plan. All utility payments are derived from actual billings from each individual provider.
- 11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
- 12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
- 13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
- 14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
- 15. If the premises, without any fault of 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 the lease.
- 16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
- 17. 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 21st day of January, 2015, at St. Clairsville, Ohio.

Mark A. Thomas /s/

Commission President  
Belmont County Board of Commissioners  
Lessor

Vince Gianangeli /s/

Director, Dept. of Job & Family Services  
Lessee

Approved as to form:

David K. Liberati /s/

David K. Liberati  
Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM  
KENCO CONSTRUCTION FOR TO COMPLETE MACHINE  
ROOM UPGRADES REQUIRED FOR COURTHOUSE  
ELEVATOR MODERNIZATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal dated 01/19/15 from Kenco Construction in the amount of \$7,800.00 for all labor and materials necessary to complete machine room upgrades required for the Belmont County Courthouse elevator modernization project.

<b>Kenco</b>
<b>GENERAL CONTRACTOR</b>
<b>Commercial/Industrial/Residential Contractor</b>
<b>PROPOSAL</b>
<b>WV License #006356</b>

January 19, 2015

Belmont County Courthouse  
ATTN: Barb Blake  
101 West Main Street  
St. Clairsville, OH 43950

PROJECT: ELEVATOR ROOM

THIS PROPOSAL INCLUDES ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE FOLLOWING WORK ON THE ABOVE PROJECT:

- ALL NECESSARY MASONRY PATCHING
- ALL NECESSARY PAINTING WITH OIL-BASED PAID (WHITE WALLS, TILE RED FLOOR)
- INSTALL FIRE-RATED MACHINE ROOM DOOR AND LOCKSET WITH 8 KEYS (SELF-CLOSING/SELF LOCKING)
- INSTALL FIRE-RATED SUSPENDED CEILING GRID AND TILE

Kenco Construction will furnish all labor, materials, supervision and insurance necessary to complete this project as specified. All work is to be carried out in a professional and timely manner according to standard practices. Any alteration or deviation from the original plans involving extra costs will result in additional charges over and above this bid.

*We propose to complete this project for the sum of:*

SEVEN THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (\$7,800.00)

Jeanne Weisenborn /s/ Date 1/21/15      DATE APPROVED 01/21/15

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

BELMONT COUNTY COMMISSIONERS

***THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS***

**330 Howard Street, Bridgeport, OH 43912 (740) 633-1987 or (304) 242-6736 Fax (740) 633-3077**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM  
H.E. NEUMANN TO INSTALL NEW HVAC SYSTEM TO  
SERVE THE ELEVATOR ROOM IN THE COURTHOUSE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept proposal number 25742 from H. E. Neumann in the amount of \$5,321.00 for all labor and materials necessary to install a new Trane ductless split HVAC system that will serve the elevator room in the Belmont County Courthouse.

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

Proposal Date	Proposal Number	Agreement No.
12/10/2014	25742	

**BY AND BETWEEN:**

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

**AND**

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

hereinafter CONTRACTOR

**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):**

**BELMONT COUNTY COURTHOUSE – ELEVATOR ROOM**

We are pleased to confirm our proposal for all labor and materials to install a new Trane ductless split system that will serve the elevator room at the courthouse. We would install (1) new Trane, 1.5 ton inverter series ductless split system consisting of (1) condensing unit, (1) high wall evaporator and (1) wall mounted wireless thermostat. Included are allowances for all necessary copper refrigerant piping revisions, all condensate drain piping, wall mount bracket kit for condensing unit, 410-A refrigerant and all miscellaneous installation materials. Also included are allowances for proper system start-up and testing per manufacturers specifications. \*All high voltage electric to be performed by others.  
TOTAL INSTALLATION AMOUNT = \$5,321.00

**CONTRACTOR**

Signature (Sales Representative)

**Approved For Contractor**

John Daniel Longwell /s/

Signature

Project Sales Manager

Name & Title

1/26/2015

Date

**CUSTOMER**

Ginny Favede /s/

Matt Coffland /s/ Mark A Thomas /s/

Signature (Authorized Representative)

Matt Coffland, Mark Thomas, Ginny Favede

Name (Print/Type)

Belmont County Commissioners

Title

01/21/15

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE ESTIMATE FROM ERB  
ELECTRIC FOR ELECTRICAL SYSTEM UPGRADES FOR THE  
COURTHOUSE ELEVATOR MODERNIZATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the estimate dated 01/16/15 from Erb Electric in the amount of \$18,279.00 for all labor and materials necessary to complete electrical system upgrades required for the Belmont County Courthouse elevator modernization project.

**ERB ELECTRIC COMPANY**

500 Hall Street, Suite 1  
Bridgeport, OH 43912

WV: (304) 233-0161

OH: (740) 633-5055

Fax: (740) 633-5127

WV Contractor's License WV0003498

January 16, 2015

RE: Elevator Upgrade

Barb Blake

Belmont County Courthouse

Dear Barb,

As per your request I have priced the electrical work for the elevator upgrade. We will need to replace the existing 60 amp fee with a 100 amp feed from the electrical room in the attic. We will install an elevator disconnect and feed the new control box for the elevator from it. We will also install a new feed for the elevator lighting. We will install lighting in the elevator equipment room and also in the elevator pit. We will install an elevator fire alarm recall system for the new elevator. This will be an isolated panel in the elevator equipment room and only work with the elevator. We will install required smoke/heat detectors in the elevator pit, top of shaft and in the equipment room. We will install smoke detectors at each elevator door opening on each floor for recall. We will provide all tools, material and labor to complete this project.

I have excluded any and all drawings for submittal to the state and all fees for this submittal. All inspections will be supplied by the elevator manufacturer.

Total Cost \$18,279.00

If you have any questions please feel free to call.

Thank you,

Randy Beihl

Estimator/Project Manager

Erb Electric Company

DATE APPROVED 01/21/15

Matt Coffland /s/

Mark A. Thomas /s/

Ginny Favede /s/

**BELMONT COUNTY COMMISSIONERS**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING GREENCORE DESIGNS, INC./ BREISCH & CROWLEY, LLC TO SOLICIT PROPOSALS FROM SELECTED SOIL ENGINEERING FIRMS TO PERFORM A SUBSURFACE INVESTIGATION FOR THE NEW SENIOR SERVICES COMMUNITY BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Greencore Designs, Inc./Breisch & Crowley, LLC to solicit proposals from selected soil engineering firms to perform a subsurface investigation for the new Senior Services Community Building project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM HAMILTON & ASSOCIATES, INC. FOR ADDITIONAL TOPOGRAPHIC SURVEYING FOR THE NEW SENIOR SERVICES COMMUNITY BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Hamilton & Associates, Inc. in the amount of \$1,350.00 for additional topographic surveying for the new Senior Services Community Building project site located at 45240 National Rd., St. Clairsville.

342 High St., Box 471  
Flushing, OH 43977  
Ph: (740) 968-4947  
Fax: (740) 968-4225  
e-mail: [hamilton@1st.net](mailto:hamilton@1st.net)  
[www.hamiltonandassoc.com](http://www.hamiltonandassoc.com)

**Jack A. Hamilton & Associates, Inc.**

Civil Engineering  
Land Surveying  
Mine Permitting  
GIS Data Services  
Land Development  
Global Positioning Systems

January 15, 2015

The following is a proposal for work to be performed. If any of the information shown hereon is not in accordance with your understanding, please advise us immediately. We will not be responsible for any error or misunderstanding which may arise from a lack of proper notification.

**PROPOSAL**

**Requested by:** Attn: Jayne Long **Ph:** 740-699-2155  
Belmont County Board of Commissioners  
101 W. Main St.  
St. Clairsville, Ohio 43950

**Location:** 45240 National Road, St. Clairsville, Belmont County, Ohio

**Description of Work:** Perform additional topographic surveying along the proposed corridor as shown on the attached map to supplement the previously mapped area for Greencore Designs, Inc. Provide field personnel to meet with Greencore Design in the field for the purpose of locating and identifying specific trees to be saved in the area of heavy vegetation.

**Start Date Estimate:** 5 working days after receipt of written confirmation to proceed

**Completion Date Estimate:** 20 working days after receipt of written confirmation to proceed

**Basis of Charge** Lump Sum of \$1,350.00 (One Thousand Three Hundred Fifty Dollars)

Jack A. Hamilton & Associates, Inc. reserves the right to withdraw this proposal if not accepted within 30 days of above date.

Payment is due upon completion of work. A 1 ½% per month service charge (18% APR) will be incurred by Client for any payment due and not paid within 30 days of billing date. Corners marked or stakes set are not to be used for construction until confirmation of work actually performed is received from this office. If the terms of this proposal are agreeable, please sign and return one copy and keep one copy.

Paul R. Hamilton /s/

Mark A. Thomas /s/ Matt Coffland /s/ Ginny Favede /s/

Signature of Responsible Party

Signature of Responsible Party

**(Surveyor)**

**(Client)**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE LICENSE AGREEMENTS FOR USE OF THE COMMON AREA AT THE OHIO VALLEY MALL FOR THE MONTHLY EDUCATION DAYS/SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the License Agreements as needed for use of the common area at the Ohio Valley Mall for the monthly Mall Education Days offered by Senior Services of Belmont County for the months of February, March and April, 2015.

**Exhibitor's Agreement**

This License Agreement is made and entered into Wednesday, January 21, 2015, by and between Ohio Valley Mall Company, an Ohio Limited Partnership, duly organized and existing under the laws of the state of Ohio and having an office at 2445 Belmont Avenue, P.O. Box 2186, Youngstown, Ohio 44504-0186 ("Licensor") and Senior Services of Belmont County having offices at 45240 National Road, St. Clairsville, Ohio 43950 (Licensee").

1. Licensor hereby licenses to Licensee certain space ("Licensed Area"), located at a shopping center known as Ohio Valley Mall, county of Belmont, state of Ohio ("Shopping Center"). Landlord shall designate the Licensed Area prior to the commencement of this Agreement.

2. Licensee accepts the Licensed Area in "As Is" condition and shall construct and place, at its own expense, all temporary improvements it deems appropriate or required by this License Agreement or any applicable building code. The plans and specifications for the temporary improvements are subject to the prior written approval of Licensor. Licensee shall not deviate from the approved plans and specifications in the temporary improvements of the Licensed Area, and Licensee shall not thereafter modify the temporary improvements without the prior written consent of Licensor. Actual placement and installation of the temporary improvements are subject to final approval by the Licensor.

3. The term of this License Agreement commences on **(February 2, 2015, and expires on February 2, 2015), (March 2, 2015, and expires on March 2, 2015), and (April 6, 2015, and expires April 6, 2015)** unless terminated earlier as herein set forth.

4. Licensor grants to Licensee the right to use the Licensed Area for the specific purpose of participating in Senior Education Day trade show. Licensee's participation is titled, categorized, or described as follows: Educational Program and shopping

5. The charge for the Licensed Area use shall be N/A and is to be paid upon the signing of this Agreement.

6. Licensee will also pay in advance any and all taxes and fees, including but not limited to, license and permit fees which may be assessed against either Licensor or Licensee because of Licensee's use or occupancy of the Licensed Area, or because of the fee paid by Licensee to Licensor. Licensee further represents and warrants that its exhibits and displays shall be free from any and all claims of trademark or copyright infringement by third parties, and that Licensee has been duly licensed by the owners or proprietors of any such trademark and copyright claims including, but not limited to, the American Society of Composers, Authors and Publishers ("ASCAP"), and that Licensee had

no knowledge or notice of any trademark or copyright claims by any third parties to any such material. The indemnity provisions of Paragraph 12 shall apply to claims made against Licensor by third parties claiming trademark or copyright infringement by Licensor or Licensee.

7. All payments required under this License Agreement are to be delivered to Licensor at the address designated in the opening paragraph of this License Agreement, or to such other address as Licensor may designate by written notice, on or before the due date, in the form of (i) money order, (ii) cashiers' check, (iii) travelers' check, or (iv) other certified check. Licensor will accept no other form of payment. The form of payment should be drawn in the proper name of Licensor as listed in the opening paragraph of this License Agreement. Such payments are deemed to be delivered when they are actually received by Licensor.

8. Licensor shall have access to the Licensed Area at all reasonable times for the purpose of examining it or to make any alterations or repairs to the Licensed Area that Licensor may deem in its absolute discretion as necessary for safety or for the preservation of the Licensed Area.

9. Licensee acknowledges that there are and will be rules and regulations governing activities in the Shopping Center and recognizes and agrees by signing this License Agreement that its rights are expressly conditioned upon Licensee's accepting and observing the rules and regulations, as they may be amended and supplemented, including, but not limited to, the following:

A. Licensee may only set up exhibits and displays at times designated by Licensor. All exhibits and displays must be brought into the Shopping Center through the promotional doors and service bays. Licensee may not dismantle exhibits or displays before the Shopping Center closes. After the Shopping Center closing time on the last day of the event, Licensee will remove all exhibits and displays, and any items remaining will be removed at Licensee's expense.

B. All signs and display materials must be professionally produced. Magic marker signs or other handwritten signs are not permitted. Licensor may remove any signs or displays which do not comply with the requirements of this paragraph, or which Licensor determines to be offensive and inappropriate in the circumstances.

C. Licensee may not attach signs or displays to planters, trash receptacles, sign holders, storefronts, neutral piers, or any other fixtures. Licensor will provide the appropriate type of tape with which Licensee will secure electrical cords, wires, and rubber cord runners. Licensee may not use duct tape or masking tape. If displaying or selling any objects or materials containing liquid substances, Licensee will protect the Shopping Center floor with visqueen material. If displays or exhibits have rubber tires, Licensee will place protective carpet tiles under each tire.

D. Licensee may only distribute brochures, pamphlets, samples, and other materials from within the Licensed Area. Wandering solicitation is not permitted, nor are sensational promotions permitted. Licensee's distribution of souvenirs, novelties, or other merchandise must be related to Licensee's industry or its organization's primary function.

E. Licensee must obtain from Licensor prior approval of any raffles, drawings, contests, or other special plans for Licensee's use of the Licensed Area. Licensee may use audio or video equipment on the condition that the volume levels are audible only at the Licensee's particular Licensed Area. Licensee may not use flashing lights, sirens, bullhorns, helium tanks or helium balloons.

F. Licensor may provide electricity to Licensee on a limited basis after Licensee has provided to Licensor a written request that outlines Licensee's electricity needs. If Licensee requests interior lighting in addition to that already supplied to the Licensed Area during the normal operating hours of the Shopping Center, Licensor will supply such at a rate of thirty-five dollars (\$35.00) per hour, plus 15% overhead and 10% profit. Licensee will provide and safely install and maintain its own extension cords.

G. Licensee will comply with all safety, fire, building, and health laws, regulations, and ordinances relating to Licensee's displays, signs, and installation and operation of equipment.

H. Licensee is responsible for insuring that its operations and affairs are conducted in a peaceful and civil manner, and in a manner which will not offend or disturb Shopping Center tenants, Shopping Center customers, or other Licensees. Licensee will take appropriate measures to eject from the Shopping Center those persons, within the Licensee's zone of operations, who are unable to comport with the standards of common decency and civilized behavior. If Licensee fails to take the appropriate measures in this regard, Licensor reserves the right to eject from the Shopping Center those persons, within the zone of Licensee's operations, whom Licensor has determined to have conducted themselves in a manner which is unacceptable in the circumstances.

I. Licensor may relocate or rearrange the Licensed Area at any time to assure that the appearance of the Shopping Center takes precedent over the appearance of any particular Licensed Area, or to assure that a better flow of Shopping Center traffic will result from any such relocation or rearrangement, or for any other reason within Licensor's reasonable discretion.

J. Licensee shall handle and dispose of all trash, rubbish, refuse, garbage, and waste, in accordance with regulations established by Licensor, use and pay for the services of the designated trash hauler for the Shopping Center, and not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials, in, on or about, any part of the Shopping Center.

10. The Licensed Area and all personal property thereon are to be serviced, maintained, restored, and repaired by Licensee, at its own expense, and kept in a condition acceptable to Licensor. Licensor is not responsible for any loss which results from theft, vandalism or other damage to or from the Licensed Area or any personal property located therein. Licensee, at its own expense, will clean the Licensed Area as often as circumstances may require and will maintain the Licensed Area and the area around it in a safe, neat, healthful, and clean condition.

11. Upon the date of mutual execution of this License Agreement, Licensee, solely at its own cost and expense, shall obtain and thereafter continuously keep in force during the entire License Agreement All Risk Property Damage insurance in the amount of \$500,000 to cover the cost of replacement of the Licensed Area and all improvements, fixtures, equipment, decorations, contents and personal property in the Licensed Area, without incurring the effects of co-insurance, and comprehensive general liability insurance covering Licensee's occupation of the Licensed Area and appurtenances on an occurrence basis with minimum limits of liability in the amounts of \$1,000,000 per person for bodily injury, personal injury or death arising out of or from (i) an accident occurring in, on or about the Licensed Area; (ii) the sale of any good or services by Licensee or its agents; (iii) the consumption or existence on the Shopping Center premises of any product sold by Licensee or its agent; and (iv) any act or omission of Licensee, its employees, servants, agents or any consumer transported and on a SSOBC recreational outing. Such insurance shall name Licensor as an additional insured and shall provide for a waiver of any right of recovery by way of subrogation against the Licensor in the event of any loss. Licensee shall deliver to Licensor, at least ten (10) days prior to the time such insurance is first required to be carried and time and time again during the term of this License Agreement, whenever such insurance must be renewed or otherwise expires prior to the expiration of this License Agreement, either a duplicate original or certificate and true copy of the policy or policies procured by Licensee in compliance with this obligation, together with evidence of payment therefore, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days' prior written notice to Licensor.

12. In addition to securing insurance as provided for in this License Agreement, Licensee shall be responsible to Licensor for injuries and liabilities in connection with any injury to or death of any person or damage to or destruction of any property for which insurance coverage is required, or arising directly or indirectly from any negligent acts or omissions by the Licensee, its servants, employees, agents or contractors. Licensor shall have the right, but not the duty to cooperate with Licensee's counsel to conduct the defense of Licensee, and to otherwise participate through legal counsel at its own expense in any trial, appeal, or settlement negotiations and agreements. Licensee shall give Licensor timely, adequate, and fair notice of any such claims, demands, or suits at law or in equity, as soon as Licensee obtains notice or knowledge thereof and shall give Licensor like notice of each and every further development.

13. Upon the expiration or other termination of this License Agreement, Licensee will deliver and surrender to Licensor possession of the Licensed Area in a condition as good as, if not better, than it was at the commencement of the term of this License Agreement, ordinary wear and tear excepted.

14. This License Agreement is governed by and construed under the laws of the state of Ohio. Licensee agrees that any claim, cause of action, or lawsuit, shall be brought in Mahoning County Common Pleas Court, Mahoning County, Ohio.

15. Licensor shall have the arbitrary right to terminate this License Agreement. In the event of such arbitrary termination, there will be a prorating of charges advanced, and Licensor shall return to Licensee any charges pre-paid to Licensor by Licensee for the time period canceled by Licensor.

16. This License Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against, the heirs, representatives, successors, and assigns of the parties hereto; provided, however, Licensee shall not be permitted to assign the License Agreement or sublet any part of the Licensed Area without the prior written consent of Licensor, which may be withheld in the sole discretion of Licensor.

17. Licensee acknowledges and agrees that this License Agreement and the rights herein granted to Licensee shall be subordinate to the rights granted to others by Licensor or obligations imposed upon Licensee pursuant to any written lease, mortgage, deed or other operating agreement, whether recorded or not.

18. Licensor and Licensee acknowledge and understand that there have been prior negotiations and discussions between them regarding the terms of the License Agreement, but that all prior negotiations and discussions are superseded by this License Agreement. This License Agreement shall have effect only when signed by Licensor and Licensee and shall not be modified or amended except in a written document signed by Licensor and Licensee.

Signed in the presence of:

LICENSOR:

\_\_\_\_\_ By:

Its: \_\_\_\_\_

LICENSEE

Jayne Long /s/ \_\_\_\_\_ By:

Mark A. Thomas /s/

Its: President

APPROVED AS TO FORM

David K. Liberati /s/ Assistant

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR R40 PARTNERS LLC  
UNION TOWNSHIP, MORRISTOWN, OH**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of liquor permit number B TFOL 7141250 from Picks Place, Inc., 41490 National Rd, Morristown, OH to R40 Partners LLC, 43920 National Rd., Union Twp., Morristown, OH 43718. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE CONSENT  
TO ENTER AGREEMENT AND TEMPORARY RIGHT OF ENTRY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the **Consent to Enter Agreement and Temporary Right of Entry** to allow Ohio University's Voinovich School of Leadership and Public Affairs to conduct a baseline groundwater assessment on the following county property located on and/or near Ohio University's Eastern campus and Dysart Woods to document groundwater quality conditions prior to shale oil and gas drilling that may occur in the area:

Parcel 32-01116.000 SR 331 Bannock Rd; Parcel 32-60005.000 National Rd;  
Parcel 32-60014.000 Bannock Rd; Parcel 32-01368.020 Pogue Rd

**CONSENT TO ENTER AGREEMENT AND TEMPORARY RIGHT OF ENTRY  
Ohio University's Voinovich School**

This Right of Entry Agreement is entered by and between Belmont Co. Board of Commissioners (Landowner) and Ohio University Voinovich School (School).

**Whereas**, the Landowner is the owner of certain real property commonly referred to as Parcel 32-01116.000 SR 331 Bannock Rd., Parcel 32-60005.000 National Rd., Parcel 32-60014.000 Bannock Rd., Parcel 32-01368.020 Pogue Rd. (Property), and

**Whereas**, the School desires to obtain permission to enter onto the Property, on a temporary basis to perform collection of groundwater data from the Landowner's property; at groundwater wells and/or springs.

And, **whereas**, the Landowner and School do hereby agree as follows:

1. Right of Entry – The Landowner hereby grants to School and its agents, employees, students, and contractors the temporary right to enter onto the Property for the purposes of collecting groundwater quality data. School is working on a baseline groundwater assessment in Belmont County on and/or near Ohio University's Eastern campus and Dysart Woods. This information will be used to document groundwater water quality conditions prior to shale oil oil and gas drilling that may occur in the area. Data will be analyzed at Summit Laboratory in Cuyahoga Falls, Ohio, an EPA certified laboratory. Data collection will involve chemical water quality parameters from wells and/or springs. In consideration for this Right of Entry, School will provide water quality data associated with the Property to Landowner upon request. All water quality data will be publicly available on the Ohio watershed database ([www.watersheddata.com](http://www.watersheddata.com)). There shall be no other consideration or payment for this Right of Entry.
2. Term – The term of this Right of Entry shall commence as of the date indicated below and shall terminate on November 1, 2015, unless earlier terminated upon thirty days' advance notice by Landowner. Please note that School intends to enter the Property to conduct groundwater testing on two occasions – once in the late Winter/early Spring 2015 and once in late Summer/early Fall 2015.
3. Liability – School hereby agrees to assume all liability for any persons, or property belonging to persons engaged in the above described activity to be performed on the Property. School acknowledges that it is a self-insured state entity with adequate coverage to protect the persons and property of persons performing the activities and engaging in the research project.
4. Compliance with Law/Permits – School shall in all activities undertaken pursuant to this Right of Entry, comply with all federal, state and local laws, orders, ordinances, rules, regulations and policies.
5. Restoration of the Property – Upon termination or revocation of this Right of Entry, School shall restore the Property to the same condition in which it was prior to the School's entry.

The parties have mutually agreed to the location and premises which may be entered upon and through which access is granted for the above stated purposes.

IN WITNESS WHEREOF, the undersigned authorized landowner has executed this instrument this 21<sup>st</sup> day of January, 2015.

APPROVED AS TO FORM:

GRANTOR/LANDOWNER

David K. Liberati /s/ (Assistant)

By: Mark A. Thomas /s/, Matt Coffland /s/, Ginny Favede /s/

PROSECUTING ATTORNEY

SIGNATURE



MARK A. THOMAS, MATT COFFLAND, GINNY FAVEDE  
PRINTED NAME

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR OHIO-WEST VIRGINIA EXCAVATING CO./ENGINEER PROJECT 14-6 SLIP REPAIR FOR CO. HWY. 86 (PUGH RIGHT RD) AND CO. HWY. 4 (BARTON 250)**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #1 Ohio-West Virginia Excavating Company in the amount of \$46,450.00 for Belmont County Engineer's Project 14-6 Slip Repair Project for County Highway 86 (Pugh Ridge Rd) and County Highway 4 (Barton 250), an Ohio Public Works Emergency Project.

*Note: An additional small slip occurred in late November. The original bid was under the allowable amount so OPWC said the remaining funds could be used for this repair.*

*Funding-90% OPWC and 10% MVGT funds.*

**CHANGE ORDER NO. #1**

**SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS**

**PROJECT 14-6 SLIP REPAIR PROJECT COUNTY HIGHWAY 86 AND COUNTY HIGHWAY 4**

Auditor's Office, Belmont County, Ohio

THIS AGREEMENT made and entered into this 21st day of January, 2015 between OHIO-WEST VIRGINIA EXCAVATING COMPANY and Mark A. Thomas, Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said OHIO-WEST VIRGINIA EXCAVATING COMPANY hereby agrees to furnish all material and do all work requisite necessary for 14-6 SLIP REPAIR PROJECT CR 4 (Barton-Colerain) Project, located at COUNTY HIGHWAY 4, in accordance with plans and specifications.

All work, materials and equipment shall meet said specifications.

**CHANGE ORDER NO. #1**

**\* ADDITIONAL QUANTITIES \***

APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	FURNISH AND INSTALL 11 EACH HP 12 X 53 PILES, 20' LONG FURNISH AND INSTALL 500 SF OF CONCRETE LAGGING NECESSARY AGGRAGATE BACKFILL PAVEMENT REPAIR 8' X 50' (ASPHALT OR CONCRETE) REPAIR EXISTING FUARDRAIL	LUMP SUM	\$46,450.00
	TOTAL ADDITIONS		\$46,450.00

**Reason for Contract -** To repair an additional roadway slip on County Highway 4 (Barton-Colerain Road).

**SUMMARY**

ORIGINAL CONTRACT		\$214,214.00
ADDITIONS		\$46,450.00
DEDUCTIONS		\$0.00
NET CHANGE		+ \$46,450.00
TOTAL WORK TO BE PERFORMED		\$260,664.00
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED		\$46,450.00

**This Change Order will be funded:**

**\$41,805.00 OPWC and \$4,645 MVGT**

**BELMONT COUNTY COMMISSIONERS**

**OHIO-WV EXCAVATING COMPANY**

Mark A. Thomas /s/

NAME: W. Roger Lewis /s/

Matt Coffland /s/

BY: W. Roger Lewis

Ginny Favede /s/

TITLE President

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING COMMISSIONER MATT COFFLAND TO THE BUCKEYE HILLS RESOURCE CONSERVATION AND DEVELOPMENT (RC&D) EXECUTIVE COUNCIL**

Motion made by Mrs. Favede, seconded by Mr. Thomas to appoint Commissioner Matt Coffland to the Buckeye Hills Resource Conservation and Development (RC&D) Executive Council for a three (3) year term effective January 1, 2015 through December 31, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTING BELMONT CO. ENGINEER FRED BENNETT TO THE DISTRICT 18 PUBLIC WORKS INTEGRATING COMMITTEE AS THE COMMISSIONERS' REPRESENTATIVE AND DEPUTY ENGINEER TERRY LIVELY AS THE ALTERNATE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to reappoint Belmont County Engineer Fred Bennett to the District 18 Public Works Integrating Committee as the Board of Commissioners' representative and Deputy Engineer Terry Lively as the alternate. This is a three-year appointment commencing on May 21, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION OF SUPPORT FOR THE PIEDMONT LAKE/GOODRICH COTTAGE AREA SHORELINE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution of support for the Piedmont Lake/Goodrich Cottage Area Shoreline necessary for the Muskingum Watershed Conservancy District's application for Clean Ohio Conservation Fund grant assistance.

**BOARD OF COMMISSIONERS  
BELMONT COUNTY, OHIO**

***Resolution of Support***

**WHEREAS**, the Clean Ohio Conservation Fund provides grant assistance to the State of Ohio for conservation purposes, and **WHEREAS**, the Muskingum Watershed Conservancy District desires grant assistance from the Clean Ohio Conservation Fund, and **WHEREAS**, the Clean Ohio Conservation Fund application process requires support from the county in which subject property is located, and

**WHEREAS**, the subject property is located in Belmont County, and

**WHEREAS**, the Muskingum Watershed Conservancy District has provided the Belmont County Commissioners with a description of the proposed project.

**NOW, THEREFORE BE IT RESOLVED** by the Belmont County Board of Commissioners to support the Piedmont Lake/Goodrich Cottage Area Shoreline Stabilization project.

**BELMONT COUNTY COMMISSIONERS**

<u>Ginny Favede /s/</u>	<u>1/21/15</u>
Commissioner Ginny Favede	Date
<u>Matt Coffland /s/</u>	<u>1/21/15</u>
Commissioner Matt Coffland	Date
<u>Mark A. Thomas /s/</u>	<u>1/21/15</u>
Commissioner Mark Thomas	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION ESTABLISHING BOND AMOUNTS FOR PROBATE JUDGE AND CLERK OF THE JUVENILE COURT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following Resolution:

**WHEREAS**, it is the authority of the Board of Commissioners, under provisions of ORC 2101.03, to establish the bond amount for the Probate Judge, and also under ORC 2151.12, to establish the bond amount for the Clerk of the Juvenile Court which, in this case, is the Juvenile Judge, and

**IT IS HEREBY RESOLVED**, each amount shall be established at \$10,000.00 for both the position of the Probate Judge and the Clerk of the Juvenile Court;

**IT IS FURTHER MOVED**, that the Clerk for the Board of County Commissioners transmit a certified copy of this resolution to the Juvenile Judge for the purpose of securing bond.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF THREE (3) CHEVROLET IMPALA POLICE VEHICLES /SHERIFF**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the purchase of three (3) 2015 Chevrolet Impala Police Vehicles at a unit price of \$21,230.00 and one (1) 2015 Chevrolet Tahoe at a unit price of \$31,864.00 from Whiteside Chevrolet in St. Clairsville, Ohio for the Belmont County Sheriff's Department based upon the recommendation of Sheriff David Lucas.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Richard Hord inquired how the Drug Task Force is funded. Mrs. Favede said there is no direct funding source from the Board of Commissioners, but they are committed to assisting them when necessary. She said the Board did grant them \$50,000 last year in February plus an extra \$6,500 later in the year. The Police Departments, in conjunction with Former Prosecutor Chris Berhalter, formed the task force and has an agreement with all of the Police Departments.

Richard Hord inquired if the Board of Commissioners is going to be hiring a Chief Financial Officer for Job and Family Services after the Attorney General's ruling. Mr. Thomas said Mr. Gianangeli has spread some of the duties and tasks among various individuals already in the agency. Mr. Gianangeli has made a proposal to create and hire a budget officer to handle the majority of the day to day things that he is now handling. Mr. Thomas said the Board needs to discuss.

**9:30 Doc Householder, Executive Director, Bel. Co. Tourism Council**

**Re: Quarterly Tourism Report**

Doc provided his report covering the period of October, November and December, 2014. The annual Belmont County Rubberneck Tour, which was held in October, was sponsored by Belmont County Tourism Council. In October 1,800 brochures was shipped to Five Star Promotions. 10,000 copies of the 2015 brochures were ordered. The Sheriff's Residence Museum open house was held on December 12<sup>th</sup>. Approximately 100 people attended the open house. All who attended were very impressed with the building and community displays.

**BREAK**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:45 A.M.**

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:31 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

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

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

**RESOLUTION – ORDER TO CLOSE ROAD**

Sec. 5563.01 R.C.

**IN THE MATTER OF THE VACATION OF A  
PORTION OF TOWNSHIP ROAD 233 (CROW ROAD)  
LOCATED IN SMITH TOWNSHIP, SEC. 25, T-6, R-4 AND  
WASHINGTON TWP., SEC. 30, T-5, R-4/RD IMP #1127**

Office of County Commissioners  
Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 21st day of January, 2015, at the office of the Commissioners with the following members present:

Mrs. Favede  
Mr. Thomas  
Mr. Coffland

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of January 7, 2015, and a copy of this resolution be forwarded to the Smith and Washington Township Trustees.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote was as follows:

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

Adopted the 21st day of January, 2015.

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:32 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to adjourn the meeting at 11:32 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 28th day of January, 2015.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK