

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Matt Coffland and Mark A. Thomas, Commissioners and Bonnie Zuzak, Assistant Clerk of the Board. Absent: Commissioner Ginny Favede.

**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 Mr. Coffland, seconded by Mr. Thomas, 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-AT&T	Services-Public Defender/General Fund	154.12
A-Comcast	Internet-Recorder/General Fund	183.20
A-Crystal Springs	Cooler rental & water-Recorder/General Fund	58.12
A-Licking County Commissioners	DVD Evidence For murder trial-Public Defender/General Fund	7.85
A-Quill Corporation	Office Supplies-Magistrate/General Fund	170.16
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Sam's Club	Food/Oakview Juvenile Residential Center Fund	552.20
W-446 West	Subscription/Law Library Fund	280.80
W- Matthew Bender	Books/Law Library Fund	349.51

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the Recapitulation of Vouchers dated for April 1, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$59,755.43
A-GENERAL/CLERK OF COURTS	\$270.33
A-GENERAL/ENGINEER	\$855.85
A-GENERAL/PROBATE COURT	\$177.75
A-GENERAL/PUBLIC DEFENDER	\$441.14
A-GENERAL/SHERIFF	\$5,836.92
B-Dog & Kennel Fund	\$202.19
D-Road & Bridges Fund	\$23,329.32
H-Job & Family Services, CSEA	\$604.50
H-Job & Family Services, Family & Children First	\$3,055.00
H-Job & Family Services, Public Assistance	\$225.00; \$54.75; \$3,720.53; \$3,348.00
H-Job & Family Service, WIA 16 Fund	\$4,978.51
H-Job & Family Services, WIA-Belmont	\$14,273.98
K-Engineer MVGT	\$71,206.41
M-Juvenile Court-Intake Coordinator	\$675.90
M-Juvenile Court-Title IV-E Reimbursements	\$16,106.97
S-Certificate of Title Adm. Fund	\$313.38
S-District Detention Home	\$1,834.76
S-Eastern Court General Special Projects	\$202.99
S-Job & Family Services, CSEA	\$1,339.64; \$1,893.50
S-Northern Court General Special Projects	\$202.98
S-Oakview Juvenile Residential Center	\$1,722.27; \$552.20
S-Senior Services	\$31,442.08
S-Sheriff Commissary Fund	\$1,261.79
S-Western Court General Special Projects	\$1,483.92
U-Sheriff Reserve Account	\$761.99
W-Wellness Grant	\$2,120.00

Upon roll call the vote was as follows:

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

**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/COMMISSIONERS**

FROM	TO	AMOUNT
E-0051-A001-A14.012 Equipment	E-0257-A015-A15.074 Transfers Out	\$250,000.00
E-0051-A001-A24.000 Infrastructure/ORC .026	E-0257-A015-A15.074 Transfers Out	\$750,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers Out	\$131,804.95

**S30 OAKVIEW JUVENILE REHABILITATION FUND**

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$10,000.00

**S33 DISTRICT DETENTION HOME FUND/SARGUS**

FROM	TO	AMOUNT
E-0910-S033-S34.010 Supplies	E-0910-S033-S43.000 Travel & Training	\$5,000.00

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

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S02.005 Medicare	\$10.71

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1655-D000-D05.574 Transfers In	\$1,131,804.95

*For paving of various county roads.*

**T08 DOMESTIC VIOLENCE GRANT-SHERIFF TO THE GENERAL FUND/VARIOUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries	\$1,672.32
E-5105-T008-T02.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$302.68
E-5105-T008-T03.006 Health Insurance	E-0256-A014-A06.006 Group & Liability	\$462.56
E-5105-T008-T04.004 Workers Comp	E-0256-A014-A14.004 Workers Comp	\$66.89
E-5105-T008-T05.005 Medicare	E-0256-A014-A07.005 Medicare	\$16.72

Upon roll call the vote was as follows:

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

**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 date of April 1, 2015:

**GENERAL FUND**

E-0051-A001-A08.000	Travel and Expenses	\$257.50
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*NACo refund check/Coffland*

**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L08.000	Scholarship-Education	\$165.00
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**S75 MHAS SUBSIDY GRANT FUND**

E-1518-S075-S03.002	Salary/Fringes	\$8,175.00
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**T08 DOMESTIC VIOLENCE GRANT/SHERIFF**

E-5105-T008-T01.002	Salaries	\$1,672.32
E-5105-T008-T02.003	PERS/SPRS	\$302.68
E-5105-T008-T03.006	Health Insurance	\$462.56
E-5105-T008-T04.004	Workers Comp	\$66.89
E-5105-T008-T05.005	Medicare	\$16.72

**W80 PROSECUTOR'S VICTIM ASSISTANCE FUND**

E-1511-W080-P01.002	Salary	\$1,821.96
E-1511-W080-P05.003	PERS	\$500.00
E-1511-W080-P07.006	Hospitalization	\$1,821.97
E-1511-W080-P08.005	Medicare	\$255.00

**SHERIFF/VARIOUS**

E-0131-A006-A09.000	Medical Expenses	\$1,662.22
E-0131-A006-A21.000	Towing & Storage	\$530.00
E-0131-A006-A23.000	Background Checks	\$1,214.00
E-0131-A006-A24.000	E-SCORN Expense Funds	\$430.00
E-0131-A006-A32.000	Warrant Fee/Sheriff	\$160.00
E-1652-B016-B02.000	DUI	\$30.00
E-5100-S000-S01.010	Commissary	\$20,491.36
E-5101-S001-S06.000	CCW License	\$3,257.00
E-5101-S001-S07.012	CCW Equipment	\$1,949.00
E-9710-U010-U06.000	Reserve-Other Expenses	\$12,527.99

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

**FOR VARIOUS FUNDS/CLOSED CARRY-OVER POS**

Motion made by Mr. Thomas, 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 April 1, 2015:

**CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION**

**P03 WWS #2 REVENUE FUND - \$4,590.86**

E-3701-P003-P18.010	\$ 65.25
E-3701-P003-P19.012	\$ 11.86
E-3701-P003-P21.000	\$3,064.60
E-3701-P003-P23.011	\$1,428.57
E-3701-P003-P25.000	\$ 5.12
E-3701-P003-P28.000	\$ 15.46

**P05 WWS #3 REVENUE FUND - \$21,765.52**

E-3702-P005-P18.010	\$ 155.87
E-3702-P005-P19.012	\$ 514.23
E-3702-P005-P21.000	\$11,231.68
E-3702-P005-P23.011	\$ 5,055.21
E-3702-P005-P25.000	\$ 4,771.82
E-3702-P005-P28.000	\$ 36.71

**P51 SSD #1 REVENUE FUND - \$420.92**

E-3704-P051-P02.010	\$ 107.30
E-3704-P051-P03.012	\$ 4.46
E-3704-P051-P05.000	\$ 164.63
E-3704-P051-P07.011	\$ 138.71
E-3704-P051-P12.000	\$ 5.82

**P53 SSD #2 REVENUE FUND - \$28,131.58**

E-3705-P053-P02.010	\$ 110.53
E-3705-P053-P03.012	\$ 157.20
E-3706-P053-P05.000	\$ 115.26
E-3705-P053-P07.011	\$27,742.70
E-3705-P053-P12.000	\$ 5.89

**P55 SSD #3A REVENUE FUND - \$199.80**

E-3706-P055-P02.010 \$ 43.42  
 E-3706-P055-P03.012 \$ .76  
 E-3706-P055-P05.000 \$ 27.33  
 E-3706-P055-P07.011 \$ 127.30  
 E-3706-P055-P12.000 \$ .99

**P56 SSD #3B RENENUE FUND - \$645.41**

E-3707-P056-P02.010 \$ 47.56  
 E-3707-P056-P03.012 \$ .28  
 E-3707-P056-P05.000 \$ 10.56  
 E-3707-P056-P07.011 \$ 586.63  
 E-3707-P056-P12.000 \$ .38

**T10 WATER AND SEWER GUARANTEE DEPOSIT FUND - \$41,064.64**

E-3711-T010-T01.000 \$ 41,064.64

**N23 SSD #1 CAPITAL IMPROVEMENTS FUND - \$21,130.00**

E-9023-N023-N04.055 \$ 21,130.00

**N27 NEFFS SAN SEWER PROJECT FUND – 2,009.00**

E-9027-N027-N01.055 \$ 1,850.00  
 E-9027-N027-N06.055 \$ 159.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated April 1, 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:

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

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to request the Belmont Co. Budget Commission certify the following monies. **GENERAL - \$257.50** deposited into R-0050-A000-A45.500 on 03/30/15 for NACo reimbursement check for Commissioner Matt Coffland.

Upon roll call the vote was as follows:

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

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

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

**COMMISSIONERS** – Matt Coffland to travel to Columbus, OH, on April 1-2, 2015, to attend 2015 Local Government Officials' Conference. A county vehicle will be used for travel.

**JUVENILE COURT** – Probation Officers Mike Menges and Noah Atkinson along with the college intern to travel to Mansfield, OH, on April 2, 2015 to visit youth in placement.

**SENIOR SERVICES** – Marian Roberts and seniors to travel to Zanesville, OH, on April 9, 2015, for a senior center outing. Shirley Jo Case and seniors to travel to Rayland, OH, on April 16, 2015, for a senior center outing. Tish Kinney and seniors to travel to Amish Country on April 16, 2015, for a senior center outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

**IN THE MATTER AUTHORIZING THE SIGNING OF THE 2015 EMPG BUDGET CERTIFICATION TO THE OHIO EMA ON BEHALF OF BELMONT CO. EMA**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve and authorize Commission President Mark A. Thomas to sign the 2015 Emergency Management Performance Grant (EMPG) Budget Certification to the Ohio EMA, in the amount of \$ 136,100.00, on behalf of the Belmont County Emergency Management Agency.

**2015  
 EMERGENCY MANAGEMENT PERFORMANCE GRANT  
 (EMPG)  
 BUDGET CERTIFICATION  
 Belmont County**

The following total certified amount is provided to certify the fiscal year budget for our County Emergency Management Agencies:

**Total Certified Amount: \$136,100.00**

**\* \$2,000.00 of this total is not eligible for reimbursement under the Emergency Management Planning Grant. (see attached 2015 Appropriations list)**

This amount is according to County Budget figures located on Page #301 of Commissioners Journal Volume #96 dated January 7, 2015.

To the best of my knowledge and belief, all data on this application is true and correct. The applicant will comply with assurances provided in the initial application guidance.

Mark A. Thomas /s/

Mark A. Thomas, President

Belmont County Board of Commissioners

Date: April 1, 2015

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AN ADDENDUM TO THE BELMONT CO. WATER & SEWER JOB CLASSIFICATION**

**HANDBOOK TO UPDATE THE PAY ADJUSTMENTS FOR NEWLY HIRED EMPLOYEES**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve an addendum to the Belmont County Water & Sewer Job Classification Handbook to update the pay adjustments for newly hired employees. The employees' first annual raise will be one (1) year from the permanent employment date, upon completion of the one hundred twenty (120) day probation period, and so on until the employee has reached their base pay. These pay adjustments should be based on the Director's approval and should not require additional approval by the Belmont County Board of Commissioners.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF BRENDA "KAY" DRISCOLL AS A PART-TIME DRIVER FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the hiring of Brenda "Kay" Driscoll as a part-time driver for Senior Services of Belmont County at the rate of \$9.00 per hour beginning April 12, 2015, based upon the recommendation of Gary Armitage, Executive Director.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF MS. LORI THORMAN, LPN AT THE BELMONT CO. JAIL**

Motion made by Mr. Coffland, seconded by Mr. Thomas to accept the resignation of Ms. Lori Thorman, LPN at the Belmont County Jail, effective April 10, 2015.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Thomas 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 June, July and August, 2015.

**LICENSE AGREEMENT**

**Exhibitor's Agreement**

This License Agreement is made and entered into Wednesday, April 1, 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 445040186 ("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 **(June 2, 2015)**, and expires on **June 2, 2015 / July 7, 2015** and expires **July 7, 2015 / August 4, 2015** and expires on **August 4, 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 coinsurance, 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 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:

\_\_\_\_\_  
*Bonnie Zuzak /s/*

LICENSOR:

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

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

LICENSEE

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:

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

**IN THE MATTER OF RESOLUTION ESTABLISHING THE CAPITAL PROJECTS—BELMONT COUNTY FAIRGROUNDS SEWER, FORCE MAIN & SEWAGE LIFT STATION FUND**

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

Pursuant to Ohio Revised Code Section 5705.13(C), the Board of Belmont County Commissioners has deemed it necessary to establish a Capital Projects—Belmont County Fairgrounds Sewer, Force Main and Sewage Lift Station Fund to accumulate resources for the acquisition, construction, or improvement of fixed assets.

**WHEREAS**, this fund shall accumulate local monies transferred from the General Fund in the amount of \$702,963.16 and state Appalachian Regional Commission (ARC) grant funding in the amount of \$100,000.00 for the construction of 4,700 linear feet of sewer line, 3,000 linear feet of force main, and one (1) lift station facility to connect the Belmont County Fairgrounds to the Fox-Shannon wastewater treatment plant, and;

**WHEREAS**, this fund can only be used for the purposes described pursuant to all other laws and regulations related to expenditures, normally the Ohio Revised Code, and;

**WHEREAS**, this fund may be rescinded at any time by resolution and money that has accumulated in the fund shall be transferred to the fund or funds from which the money was originally transferred, and;

**WHEREAS**, money shall not be accumulated in this fund for more than five (5) years and, if not used after five (5) years, the fiscal officer shall transfer all money in the fund to the fund or funds from which that money originally was transferred or the fund that originally was intended to receive the money.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE #3803 FROM FLAG FLOORS TO INSTALL TEXTURED RUBBER FLOOR TILE IN THE COURTHOUSE ELEVATOR**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve Estimate #3803 from Flag Floors in the amount of \$824.00 for all labor and materials necessary to install textured rubber floor tile in the Courthouse elevator as part of the modernization project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM LOGOTEK SIGNS FOR STRIPING AND LETTERING 2015 CHEVROLET TAHOE/SHERIFF DEPT.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the quote dated 01/27/15 from LogoTek Signs in the amount of \$375.00 for striping and lettering of the 2015 Chevrolet Tahoe purchased for the Belmont County Sheriff’s Department on 01/21/15.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM STALEY COMMUNICATIONS, INC., FOR UPLIFTING 2015 CHEVROLET TAHOE/SHERIFF DEPT.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve Quote Number 48681 – 00 RP from Staley Communication, Inc., in the amount of \$8,646.49 for all necessary uplifting of the 2015 Chevrolet Tahoe purchased for the Belmont County Sheriff’s Department on 01/21/15.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Frank Shaffer, Pultney Township Trustee, announced there will be a clean-up on Trough Run Road on April 23<sup>rd</sup> at 9:00 a.m. It is being paid for by a grant J.B. Green Team wrote. This site is Belmont County property through mitigation. He asked the Board of Commissioners if the Building and Grounds crew could help with putting a fence up to keep trespassers out. Mr. Thomas said they would look into it.

**9:30 Subdivision Hearing – Union Township  
Re: Trail’s End**

Present: Fred Bennett, County Engineer, Ruth Graham, Engineer’s Drafting Technician, and Robert DeFrank of the Times Leader. This is on Ralph Anderson Subdivision; all he’s is doing is adding one more lot. The Health Department gave approval for septic. Nothing else needed to be done since everything is already in place.

**IN THE MATTER OF FINAL PLAT APPROVAL FOR TRAIL’S END SUBDIVISION PHASE II UNION TOWNSHIP SEC. 8 & 9, T-8, R-5**

**“Hearing Had 9:30 A.M.”**

**“FINAL PLAT APPROVAL”**

*O.R.C. 711.05*

Motion made by Mr. Thomas to grant the final plat for the following:

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Trail’s End Subdivision Phase II, Union Township Sec. 8 & 9, T-8, R-5, which appears to be regular in form and approved by the proper parties;

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

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

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

**9:40 Subdivision Hearing – Warren Township  
Re: Passmore Addition**

Present: Fred Bennett, County Engineer, Ruth Graham, Engineer’s Drafting Technician, and Robert DeFrank of the Times Leader. Mr. and Mrs. Passmore own the acreage and have a buyer for outlot #1. It is non-residential, so this does not need to go through the Health Department. He also needed to put a road in place. He has a buyer for the south and north part of the road. The road will facilitate the two transfers and remain a private roadway.

**IN THE MATTER OF FINAL PLAT APPROVAL FOR  
PASSMORE ADDITION  
WARREN TOWNSHIP SEC. 3, T-8, R-6**

**“Hearing Had 9:40 A.M.”**

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

Motion made by Mr. Thomas to grant the final plat for the following:

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Passmore Addition, Warren Township Sec. 3, T-8, R-6, which appears to be regular in form and approved by the proper parties;

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

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

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:48 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Jack Regis, Facilities Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:12 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	Absent

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

**IN THE MATTER OF THE VACATION OF  
A PORTION OF WOODLAND DRIVE IN  
McELWAIN PLACE, LOCATED IN RICHLAND TWP.  
SEC. 33, T-7, R-4/RD IMP 1128**

**Office of County Commissioners  
Belmont County, Ohio**

**Journal Entry--Order Upon view of Proposed Improvement  
ORDER TO COUNTY ENGINEER  
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 1st day of April, 2015, at the office of the Commissioners with the following members present:

Mr. Coffland  
Mr. Thomas

Mr. Coffland moved the adoption of the following:

**RESOLUTION**

WHEREAS, On the 1st day of April, 2015, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 8th day of April, 2015 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Thomas seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted April 1, 2015

Bonnie Zuzak /s/  
Assistant Clerk, Board of County Commissioners  
Belmont County, Ohio

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:12 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 10:12 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 8th day of April, 2015.

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COUNTY COMMISSIONERS

Ginny Favede – Absent

We, Mark Thomas and Bonnie Zuzak, President and Assistant 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

\_\_\_\_\_

ASSISTANT CLERK