

January 6, 2016

St. Clairsville, Ohio

January 6, 2016

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed **IN THE TOTAL AMOUNT OF \$351,503.62**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR**  
**THE DELTA DENTAL CHARGEBACKS FOR**  
**THE MONTHS OF DECEMBER 2015 AND JANUARY 2016**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following transfer of funds for the Delta Dental Chargebacks for the months of December 2015 & January 2016.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	17,398.76
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	486.92
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	459.44
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	205.76
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-0400-M078-M02.008 TITLE IV-E RANDOM MOMENTS	R-9891-Y091-Y07.500	102.88
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	72.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	21.06
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	144.04
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	97.74
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	51.44
E-2232-F084-F02.008 Nursing Fund	R-9891-Y091-Y07.500	134.94
E-2233-F085-F01.002 Child & Family Health Services	R-9891-Y091-Y07.500	51.44
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	390.96
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	243.46
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	0.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,611.56
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	267.42
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	102.88
E-1544-S054-S05.000 COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y07.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	205.76
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	51.44
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	154.32

January 6, 2016

E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y07.500	413.11
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	205.76
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	70.29
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	308.64
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,272.26
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	205.76
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	281.16
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	140.58
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	375.06
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,338.08
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	210.98
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	321.34
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	35.30
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	13.26
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	430.37
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	243.46
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	421.74
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,152.12
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	0.00
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y07.500	<u>102.88</u>
<b>TOTAL</b>		<b>30,207.89</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE VISION INSURANCE CHARGEBACKS  
FOR THE MONTHS OF DECEMBER 2015 AND JANUARY 2016**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following transfer of funds for the Vision Insurance Chargebacks for the months of December 2015 & January 2016.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,820.85
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	135.00
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	131.40
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	19.89
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	0.00
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	55.44
E-0400-M078-M02.008 RANDOM MOMENTS	R-9891-Y091-Y06.500	27.72
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	453.24
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	0.00

January 6, 2016

E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	77.76
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	67.50
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	27.72
E-1544-S054-S05.000 COMMON PLEAS/GEN.SP/MED	R-9891-Y091-Y06.500	0.00
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	55.44
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	13.86
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	41.58
E-1600-B000-B13.006 DOG & KENNEL	R-9891-Y091-Y06.500	132.03
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	55.44
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	19.40
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	38.80
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	0.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	8.30
E-2232-F084-F02.008 NURSING FUND	R-9891-Y091-Y06.500	51.30
E-2233-F085-F01.002	R-9891-Y091-Y06.500	13.86
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	26.34
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	13.88
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	67.50
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	105.32
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	83.16
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	344.70
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	55.44
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	79.56
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	524.34
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	178.38
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	102.96
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	366.94
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	72.72
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	75.72
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	12.24
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	4.64
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	116.91
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	0.00
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	321.84
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	119.34
E-1518-S075-S03.002 MHAS SUBSIDY GRANT	R-9891-Y091-Y06.500	27.72
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>0.00</u>
<b>TOTAL</b>		<b>9,029.34</b>

Upon roll call the vote was as follows:

Mr. Thomas Yes

January 6, 2016

Mr. Coffland Yes

Mrs. Favede Yes

**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 January 6, 2016, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

**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:

**COURT OF COMMON PLEAS/PROBATE DIVISION**-Probation Officer Dave Carter to Mansfield, OH, to visit with a youth placed by Juvenile Court at Foundations for Living Residential Center.

**DJFS**-Michael Schlanz to Noble County on January 6, 2016, for a Regional Workforce meeting. Michelle Mobley & Lori Parsons to Coshocton, OH, on January 10-12, 2016, for Magi Training. Jennifer Johnson-Collins, Jonette Lowe, Terri Coleman, Amber Wiley-Pelfrey, Beth Johnson & Andrea Laroche to Coshocton, OH, on January 12-14, 2016, for Magi Training. Estimated expenses \$2,657.84.

**SSOBC**-Senior Centers of Belmont County to Wheeling, WV, on February 23, 2016, for an outing. County vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 29, 2015.

Upon roll call the vote was as follows:

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

**Reminder-** The Board will hold its Annual Reorganization Meeting at 9:00 a.m. on Monday, Jan. 11, 2016. The Board's Regular Meeting will be held at 9:00 a.m. on Wed, Jan. 13.

**IN THE MATTER OF APPROVING THE PAYMENT OF THE  
ANNUAL DUES FOR THE COUNTY ENGINEERS ASSOCIATION OF OHIO**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the payment of the annual dues for the County Engineers Association of Ohio in the amount of \$4,084.00, a per capita assessment of five cents, in accordance with Ohio Revised Code 325.21.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING VARIOUS TRAVEL  
REQUESTS SUBMITTED BY COUNTY ENGINEER FOR THE YEAR 2016**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the various travel requests submitted by Fred Bennett, County Engineer, granting permission for the engineer and department employees to travel throughout Ohio for the purpose of attending various meetings and trainings and to obtain parts and supplies as needed during the year 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING  
FORCE ACCOUNTS/ENGINEER'S DEPARTMENT**

Mr. Thomas moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it be determined by the Belmont County Board of Commissioners that the health, welfare and safety of the people of Belmont County can best and most efficiently be served by force account in matters pertaining to maintenance, repair, construction and reconstruction of Belmont County roads, bridges and culverts; and

**WHEREAS**, for all proposed force account work involving the construction or reconstruction of a road, including widening and resurfacing, or for the construction, reconstruction, improvement, maintenance or repair of a bridge or culvert, the Engineer shall prepare an estimate to assure that the cost of force account projects will not exceed said limits in accordance with Ohio Revised Code Section 5543.19; and

**WHEREAS**, if it is determined by the Engineer's estimate that the proposed force account work does not exceed the force account limits as prescribed by law.

**NOW, THEREFORE, BE IT RESOLVED:**

That Fred F. Bennett, Engineer of Belmont County, is hereby authorized to proceed by force account in the maintenance, repair and reconstruction of roads, bridges and culverts and to use existing county employee forces, as determined by the Belmont County Engineer, during the year of 2016.

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

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

Adopted this 6<sup>th</sup> day of January, 2016.

**IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER'S  
PROJECT 16-1 BEL-VAR PAVEMENT MARKINGS PHASE 2**

January 6, 2016

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the Belmont County Engineer's Project 16-1 BEL-VAR Pavement Markings Phase 2, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

NOTICE TO BIDDERS

BELMONT COUNTY COMMISSIONERS' OFFICE  
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioner's Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 9:45 A.M. (Local Time), Wednesday, February 3, 2016 for furnishing all labor, materials and equipment for the Belmont County Engineer, for the following project: **PROJECT 16-1 BEL-VAR PAVEMENT MARKINGS PHASE 2**, then at said office publicly opened and read aloud.

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

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

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashier's cash or letter of credit in accordance with Section 153.54 © O.R.C. in an amount equal to 10% of the Bid.

If the Bond submitted is a combination bid/performance bond, both the Belmont County Commissioners and the Ohio Department of Transportation shall be listed as obligees.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said Surety: Each Bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at time of the bid opening and shall submit certification of said approval and pre-qualification with the bid. The owner intends and requires that this project must be completed within 89 days after award of project. Contractor's compliance with the federal equal employment opportunity and the equal employment opportunity requirement of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required. Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio as determined by the Secretary of Labor in accordance with Federal-aid requirements.

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received.

Any award made by the Commission, will be to the Contractor with the lowest bid who submits proof that he is currently pre-qualified by ODOT in Work types included in this project.

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

Times Leader – Advertisement: Three (3) Mondays – January 11, 2016; January 18, 2016 and January 25, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE NOTICE  
OF RETIREMENT FROM WENDY GARY,  
HOUSEKEEPING/MAINTENANCE

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the notice of retirement for Wendy Gary, Housekeeping/Maintenance employee, effective January 1, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE COST OF LIVING  
PAY ADJUSTMENT FOR FULL-TIME GENERAL FUND EMPLOYEES

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve a cost of living pay adjustment in the amount of \$1750.00 effective pay period beginning 12/27/15 for all full-time general fund employees that have completed one year of service and are not currently covered under a collective bargaining agreement.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A LEASE AGREEMENT WITH  
OHIO VALLEY MALL COMPANY/BELMONT COUNTY SHERIFF'S SUBSTATION

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a lease agreement between the Ohio Valley Mall Company ("Landlord") and the Belmont County Commissioners ("Tenant") for space for the operation of a Belmont County Sheriff's substation, effective upon mutual signing and expiring January 2, 2017.

LEASE

This Lease is made and entered into this 6th day of January, 2016, by and between Ohio Valley Mall Company, a limited partnership, duly organized and existing under the laws of the State of Ohio, having offices at 2445 Belmont Avenue, P.O. Box 2186, Youngstown, Ohio 44504-0186 (hereinafter referred to as "Landlord"), and Belmont County Commissioners, a department of a political subdivision of the State of Ohio, having a permanent business address at 101 West Main Street, St. Clairsville, Ohio 43950 (hereinafter referred to as "Tenant").

1. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, certain space having irregular dimensions and containing approximately two thousand five hundred forty-three and 88/100 (2,543.88) square feet (hereinafter referred to as "Demised Premises"), located at a shopping center known as Ohio Valley Mall, in the Township of Richland, County of Belmont, State of Ohio (hereinafter referred to as "Shopping Center"), and known and shown as Unit No. 490 on Exhibit A attached hereto. "Demised Premises" as used in this Lease shall not include the roof of the Demised Premises.

2. Tenant accepts the Demised Premises in "As Is" condition and shall construct and place, at its own expense, all improvements it deems appropriate or required by this Lease or any applicable building code, the plans and specifications for which shall be in accordance with all applicable codes and shall be subject to the prior written approval of Landlord. Landlord shall erect the sign(s) as set forth in Exhibit B attached hereto and made a part hereof. Any signs to be erected or displayed by Tenant must receive Landlord's prior written approval. Tenant shall not deviate from the approved plans and specifications in the original construction of said Demised Premises and shall not thereafter modify the original construction without the prior written consent of Landlord. Actual placement and installation of the improvements shall be subject to final approval by Landlord and shall be completed during hours approved in advance by Landlord. All leasehold improvements shall become the absolute property of Landlord upon installation by Tenant.

3. The term of this Lease shall commence upon mutual execution and expire January 2, 2017, unless terminated earlier as herein set forth.

If Tenant shall remain in possession of all or any part of the Demised Premises after the expiration of the term of this Lease or any renewal thereof, then Tenant shall be deemed a tenant of the Demised Premises from month-to-month subject to all of the terms and provisions hereof, except only as to the duration of this Lease. If Tenant shall remain on a month-to-month basis after the expiration of the term hereof,

January 6, 2016

either party shall have the right to terminate this Lease at any time, in its absolute discretion, by giving the other party fifteen (15) days advance notice.

4. Intentionally deleted.

5. Tenant alone shall timely pay, without demand, any and all licenses, taxes and fees, including, but not limited to, licenses, taxes and permit fees which may be assessed against either Landlord or Tenant because of the use or occupancy of the Demised Premises by Tenant (including, but not limited to, privilege tax and business and occupation taxes).

6. Intentionally deleted.

7. Landlord shall provide the following utility services to the Demised Premises: electricity, domestic water, and sanitary sewer. Any other utilities required by Tenant shall be extended to the Demised Premises by Tenant at its expense. In no event shall Landlord be liable for the quality, quantity, failure or interruption of such services to the Demised Premises. Landlord shall pay for all electricity, domestic water, and sanitary sewer services used at the Demised Premises during the term hereof.

8. Tenant shall handle and dispose of all trash, rubbish, refuse, garbage and waste in accordance with regulations established by Landlord, use 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. Landlord shall pay for the trash services for the Demised Premises.

9. Intentionally deleted.

10. If Tenant shall at any time be in default in the performance of any of the covenants, terms, conditions or provisions of this Lease, or if Tenant shall have failed to observe or perform any terms, conditions or covenants whatsoever of this Lease, and the number of such defaults (despite any cure thereof), whether reoccurring, similar, related, or completely unrelated, totals two (2) or more, then Landlord may, in addition to any and all rights and remedies afforded by this Lease or the applicable law, terminate this Lease, or, without terminating this Lease, re-enter the premises with or without summary legal proceedings and in either event may, with or without legal proceedings, dispossess Tenant and remove all persons and property from the Demised Premises without being deemed a trespasser. In the event of such re-entry, Landlord may, but need not, relet the Demised Premises and apply the rent therefrom to the payment of Landlord's expenses incurred by reason of Tenant's default, including attorneys' fees, and the expenses of reletting. Landlord's rights, whether granted herein or elsewhere, in the event of default by Tenant shall be cumulative (including the recovery of fees of counsel, agents and others retained by Landlord, incurred in connection with any default by Tenant) and the exercise of one or more rights by Landlord shall not be to the exclusion of the exercise of other rights at the same or a later time. Notwithstanding the foregoing, Landlord has no duty to attempt to mitigate any damages resulting from Tenant's failure to observe or perform any of the terms, covenants and conditions of this Lease or to give priority to the reletting of the Demised Premises over other space in the Shopping Center.

As used herein, the words "vacate", "abandon" or "desert" shall not be defeated because Tenant may have left all or any part of its trade fixtures or other personal property in the Demised Premises.

Landlord, Tenant, and Guarantor, if any, shall and do hereby waive trial by jury in any action, suit or proceeding related to, arising out of or in connection with the terms, conditions and covenants of this Lease, and Tenant and Guarantor, if any, shall and do hereby waive removal of any action, suit, or proceeding to any federal district court. In the event Landlord commences any summary proceedings for possession of the Demised Premises or any action for nonpayment of leasehold charges or breach by Tenant of any of its obligations pursuant to this Lease, Tenant and Guarantor hereby waive and shall not interpose any defense of improper venue or lack of personal jurisdiction in any such proceeding or action. Tenant agrees that any claim, cause of action or lawsuit shall be brought in the Common Pleas Court of Belmont County, Ohio and that Ohio law shall govern any such dispute.

Tenant covenants, without cost to Landlord, to pay any and all contractors, subcontractors, materialmen and laborers for all work performed and material supplied at or on behalf of the Demised Premises. Tenant further covenants that no such person or entity shall file a lien of any kind against the Demised Premises, the Shopping Center, or any part thereof or interest therein. If a lien is filed by any such person or entity, Tenant shall discharge said lien within five (5) days after written request by Landlord. Landlord is hereby granted the right by Tenant, but not the obligation, to bond against or otherwise discharge any Shopping Center lien. Tenant promptly shall reimburse Landlord for any and all of Landlord's costs and expenses including, without limitation, court costs and attorneys' fees in connection with Tenant's foregoing obligations, including interest thereon at the rate of eighteen percent (18%) per annum. In the event such rate is prohibited by law, unpaid amounts shall bear interest at the maximum rate permitted by law. This is a Lease of real property in a shopping center within the meaning of Subsection 365 (b)(3) of the Bankruptcy Code, 11 USC Section 101, *et seq.* (Bankruptcy Code).

11. Landlord shall have access to the Demised Premises at all reasonable times for the purpose of examining the same or to make any alterations or repairs to the Demised Premises that Landlord may deem in its absolute discretion necessary for safety or preservation; provided, however, Landlord shall not have any obligation to make any alterations or repairs to the Demised Premises.

12. Upon the date of mutual execution of this Lease, Tenant, solely at its own cost and expense, shall obtain and thereafter continuously keep in force during the entire term hereof all risk property damage insurance in an amount adequate to cover the cost of replacement of all equipment, decorations, contents and personal property in the Demised Premises, without incurring the effects of coinsurance, and commercial general liability insurance on an occurrence basis with minimum limits of liability in the amount of \$1,000,000.00 for bodily injury, personal injury or death of any person or damage to property arising directly or indirectly out of Tenant's use of the Demised Premises, including (i) an accident occurring in, on or about the Demised Premises; (ii) any act or omission of Tenant, its employees, servants, agents or invitees. Such insurance shall name Landlord as an additional insured and shall provide for a mutual waiver of any right of recovery by way of subrogation in the event of any loss. Tenant shall deliver to Landlord, 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 Lease whenever such insurance must be renewed or otherwise expire prior to the expiration of this Lease and at any time within ten (10) days of Landlord's written demand, either a duplicate original or certificate and true copy of the policy or policies procured by Tenant in compliance with this obligation, together with evidence of payment therefor. Said insurance shall have an endorsement that shall state that: (1) such insurance may not be canceled or amended with respect to Landlord or its designees, except after thirty (30) days' written notice sent by certified mail to Landlord and its designees by Tenant; and (2) Tenant shall be solely responsible for payment of premiums for such insurance. The minimum insurance limits referred to herein shall not be construed to indicate adequacy or sufficiency of insurance required for Tenant's purposes and shall not be used to define the Tenant's liability for personal injuries or property damage or Tenant's responsibility to repair, restore or replace as otherwise required by this Lease. Tenant's obligation to defend, indemnify and hold harmless shall not be limited in any way by the amount or type of insurance carried by Tenant.

Should the Demised Premises (or any part thereof) be damaged or destroyed by fire or other casualty insured under the standard fire and casualty insurance policy with approved standard extended coverage endorsement applicable to the Demised Premises, Landlord shall, except as otherwise provided herein, and to the extent it recovers proceeds from Landlord's insurance, repair and/or rebuild the same with reasonable diligence. Landlord's obligation hereunder shall be limited to the building and improvements originally provided by Landlord when the Demised Premises were originally constructed. Landlord shall not be obligated to repair, rebuild or replace any property belonging to Tenant or any improvements to the Demised Premises furnished by Tenant. Unless this Lease is terminated by Landlord as hereinafter provided, Tenant shall, at its cost and expense, repair, restore, redecorate and refixture the Demised Premises and restock the contents thereof in a manner and to at least a condition equal to that existing prior to such damage or destruction, except for the building and improvements to be reconstructed by Landlord as above set forth.

Notwithstanding anything to the contrary contained in the preceding paragraph or elsewhere in this Lease, Landlord at its option may terminate this Lease on thirty (30) days' notice to Tenant, given within ninety (90) days after the occurrence of any damage or destruction if (1) the Demised Premises be damaged or destroyed as a result of a risk which is not covered by Landlord's insurance, or (2) the Demised Premises be damaged and the cost to repair the same shall be more than twenty-five percent (25%) of the cost of replacement thereof, or (3) the Demised Premises be damaged during the last three (3) years of the term, or (4) the building of which the Demised Premises are a part shall be damaged to the extent of twenty-five percent (25%) or more of the then monetary value thereof (whether the Demised Premises be damaged or not), or (5) if any or all of the buildings or Common Areas of the Shopping Center are damaged (whether or not the Demised Premises are damaged) to such an extent that, in the sole judgment of Landlord, the Shopping Center cannot be operated as an integral unit.

Except to the extent specifically provided for in this Lease, none of the Tenant's obligations under any provisions of this Lease shall be affected by any damage to or destruction of the Demised Premises by any cause whatsoever and Tenant hereby specifically waives any and all additional rights it might otherwise have under any law or statute.

13. To the extent permitted by law, in addition to securing the insurance as provided for in this Lease, Tenant will defend, indemnify and save harmless Landlord, Landlord's affiliates, successors, or assigns and all the respective shareholders, directors, officers, owners (legal or beneficial), members, managers, partners, employees, representatives and agents from and against any and all claims, demands, and suits at law or in equity (whether well founded or not) in connection with any injury to or death of any person or damage to or destruction of any property arising out of the negligence of the Tenant.

14. Tenant acknowledges that there are and will be rules and regulations governing activities in the Shopping Center and recognizes and agrees by the execution of this Lease that its rights hereunder are expressly conditioned upon Tenant's acceptance and continuing observation of said rules, as same may be amended and promulgated from time to time by Landlord.

15. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space in the Shopping Center. Landlord shall not be responsible for any loss which results from theft, vandalism or other damage, including but not limited to damage caused by roof leaks, water, gas, fire, or from sewage pipes, plumbing fixtures or electric wires, to or from the Demised Premises or any part thereof or any personal property located therein.

Landlord covenants and agrees to keep and maintain, at its own cost and expense, the Demised Premises. Tenant must also provide daily janitorial service to the Demised Premises.

Tenant shall promptly comply with all present and future laws, regulations or rules of any county, state, federal and other governmental authority and any bureau and department thereof (including, but not limited to, the Americans with Disabilities Act and any local or state laws governing accessibility, as well as the rules and regulations adopted thereunder, including, but not limited to, the Americans with Disabilities Act Accessibility Guidelines).

16. Tenant shall use the Demised Premises for the sole purpose of the operation of a Belmont County Sheriff's substation, and for no other purpose, under the name of "**BELMONT COUNTY SHERIFF'S OFFICE**". Tenant agrees that the Sheriff's deputies assigned to the Demised Premises shall perform routine patrols of the Shopping Center's Common Areas, as herein defined. The Sheriff's Office Reserve Unit will man the Substation at the mall for one hundred (100) hours, minimum, per month and routine "Walk throughs" of the interior of the mall to show a security presence will occur within the minimum hours each month. Tenant may offer at the Demised Premises those services and functions typically offered by a Sheriff's Department, including taking and completing reports, offering community services, education, training and crime prevention programs, maintaining a liaison between Shopping Center merchants, area residents and the Sheriff's Department, and processing of individuals arrested for misdemeanors at the Shopping Center, provided, however that in no event shall Tenant maintain a jail, temporary holding facility or the like upon the Demised Premises or the Shopping Center, nor fingerprint or book individuals at the Demised Premises or the Shopping Center, nor detain, even temporarily, individuals apprehended or arrested off the Shopping Center site. Tenant shall not use, suffer or permit any use of the Demised Premises for any other purpose or in any manner that would be unprofessional or would violate any law, ordinance, rule or regulation (whether public or private) or constitute a hazard or nuisance. Tenant will not remain in its Demised Premises and/or the Shopping Center in excess of one-half hour subsequent to the closing time of the Shopping Center, nor shall Tenant open for business before 9:00 a.m. Mondays through Saturdays and 10:30 a.m. on Sundays. This Lease and the obligations of Tenant hereunder shall remain in effect and be binding upon the parties hereto despite any breach by Tenant of the terms of this paragraph, unless Landlord exercises its rights granted elsewhere herein or provided by law.

17. Tenant shall take no action which will interfere with the business of Landlord, tenants or other occupants of the Shopping Center or with the rights and privileges of any customer or other person lawfully in and upon the Shopping Center, or cause impairment or reduction of the goodwill of the Shopping Center.

18. Upon the expiration of or other termination of this Lease, Tenant shall deliver up and surrender to Landlord possession of the Demised Premises in as good condition and repair as, if not better than, the same shall be in at the commencement of the term of this Lease, ordinary wear and tear excepted. Tenant agrees that the duties set forth in this Clause are separate and distinct from and in addition to Tenant's maintenance and repair obligations.

19. Upon the expiration or other termination of this Lease, Tenant shall remove all Tenant's personal property which can be removed without costly injury to, or undue defacement of Demised Premises, and Tenant is not in default hereunder, and further provided that any and all damage to the Demised Premises or the Shopping Center resulting from or caused by such removal shall be promptly repaired by Tenant at its own expense. Any items not removed by Tenant within fifteen (15) days after expiration or other termination shall, at option of Landlord and without notice to Tenant, become the property of Landlord. Tenant agrees to execute all documents and otherwise cooperate with Landlord to perfect the Landlord's security interest and lien, as in Landlord's opinion may be necessary.

20. The relationship between the parties hereto is that of Landlord and Tenant and nothing contained herein shall be construed to create a relationship between the parties of partners, joint venturers, or any other associations which would make either party responsible for the debts of the other except to the extent specifically provided to the contrary herein. Landlord or any successor in interest shall not be subject to personal liability in respect to any of the covenants or conditions of this Lease. Tenant shall look solely to the equity of Landlord in the property and the rents, issues and profits derived therefrom for the satisfaction of the remedies of Tenant in the event of a breach by Landlord. Tenant hereby warrants that Tenant is not an employee benefit plan and that Tenant's assets do not constitute "plan assets" within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or any other law.

Tenant hereby represents, warrants and covenants that (i) Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person", or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) Tenant is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

21. Tenant acknowledges and agrees that this Lease and the rights herein granted to Tenant shall be subordinate to the rights granted to others by Landlord or obligations imposed upon Landlord pursuant to any existing written lease, mortgage, deed or other operating agreement, whether recorded or not. The holder of any mortgage may elect to make this Lease prior to the lien of its mortgage, and if the holder of any prior mortgage shall require, this Lease shall be prior to any subordinate mortgage; such elections shall be effective upon written notice to Tenant. To the extent not expressly prohibited by law, Tenant waives the provisions of any law now or hereafter adopted which may give or purport to give Tenant any right or election to terminate or otherwise adversely affect this Lease or Tenant's obligations hereunder if any foreclosure or power of sale proceedings are initiated, prosecuted or completed, provided any purchaser through such foreclosure or other power of sale proceedings shall recognize Tenant's interest under this Lease and permit Tenant to remain in quiet possession of the Demised Premises for the remainder of the term of this Lease on the condition that Tenant shall perform all of its obligations hereunder as and when they may respectively fall due.

22. Any notice or other communication which any party may desire or be required to give to any other party shall be in writing and shall be sent by registered or certified mail to the other party, return receipt requested, to the address specified in the opening paragraph of this Lease, or such other address as any party shall designate to the other by like notice. Notice of change of address shall be given promptly by written notice in any method described in this paragraph. Tenant's legal notice address shall not be a post office box but shall always be a "street mailing address". Tenant's legal notice address shall not be the address of Demised Premises. Said notice or other communication shall be deemed given when same is deposited in an official United States Post Office, postage prepaid. Landlord may also notify Tenant by commercial courier service, facsimile or personal delivery. Said notice shall be deemed to be received upon the earlier of (i) personal delivery, or (ii) in the case of digital facsimile, when sent. Any notice to be given to the Landlord shall be sent to the attention of the Legal Department. If at any time the word "Tenant" shall include more than one person or entity, the obligations of all such persons or entities shall be joint and several, and any notice required or permitted by the terms of this Lease may be given by or to any one of them and shall have the same force and effect as if given by or to all of them.

23. Tenant agrees, at any time within ten (10) days of Landlord's written request, to execute, acknowledge and deliver to Landlord a written statement in form requested by Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), and whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms or conditions hereof upon the part of Tenant to be performed or

January 6, 2016

complied with (and, if so, specifying the same), it being intended that any such statement delivered pursuant to this clause may be relied upon by any prospective purchaser or mortgagee of the Shopping Center or any part thereof.

24. Intentionally deleted.

25. This Lease shall be binding upon and inure to the benefit of, and be enforceable by or against, the heirs, representatives, successors, and assigns of the parties hereto; provided, however, Tenant shall not be permitted to assign this Lease or sublet all or any part of the Demised Premises without the prior written consent of Landlord, which may be withheld in the sole discretion of Landlord. Any assignment, subletting, or assumption, even with Landlord's consent, shall not relieve Tenant from the obligations set forth in this Lease. A change in control of the ownership of the Tenant shall be considered an assignment.

26. Landlord and Tenant acknowledge and understand that there have been prior negotiations and discussions between them regarding the terms of this Lease but that all prior negotiations and discussions are superseded by this Lease, including the Exhibits, if any, attached hereto, which exclusively constitutes the complete and final agreement of Landlord and Tenant and sets forth all the covenants, promises, agreements, conditions, inducements, representations and understandings concerning the Demised Premises or the Shopping Center. Landlord and Tenant agree that this document has been freely and fairly negotiated by the parties hereto and that each party has had the opportunity to review and discuss this document with legal counsel. Each party or their legal counsel has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this document shall be construed and interpreted without any presumption or other rule requiring construction or interpretation against the interest of either party. Tenant does not rely on, and Landlord does not make, any representation or promise that any specific tenant or business, or number of tenants or businesses, or type or quality of tenant or business shall or shall not occupy any space in, at or near the Shopping Center during all or any part of the term of the Lease or renewals or extensions thereof, if any. Tenant warrants and represents that there are no covenants, promises, agreements, conditions, inducements, representations or understandings, either oral or written, between them, or any agent of either of them, other than as are expressly herein set forth, and that Tenant does not and shall not have any right to rely upon any covenant, promise, agreement, condition, inducement, representation or understanding, either oral or written, which is not expressly set forth herein. Tenant acknowledges and understands that the representative(s) of Landlord who execute this Lease are relying on the representations and warranties herein set forth. Except as herein otherwise expressly provided, no subsequent alteration, amendment, change or addition to this Lease shall be legally binding upon Landlord or Tenant unless reduced to writing and signed by them. In the event any such subsequent alteration, amendment, change or addition to this Lease is executed by a representative of Landlord other than the representative(s) executing this Lease, Tenant shall have the duty to determine and confirm the authority of the person executing said subsequent writing. Tenant's failure to so determine and confirm said authority will preclude it from asserting any claim that said person had said authority (in the absence of actual authority).

27. This Lease shall be governed by and construed in accordance with the applicable laws of the state identified as part of Landlord's address in the opening paragraph of this Lease.

28. This Lease may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

29. This Lease shall become legally binding upon the parties hereto upon mutual execution hereof and until such time neither party shall have any rights pursuant hereto or pursuant to any discussions or negotiations between the parties hereto.



January 6, 2016

IN WITNESS WHEREOF, the parties hereunto set their hands on the date(s) set forth below.

Signed in the presence of:

**LANDLORD:** Ohio Valley Mall Company

\_\_\_\_\_  
Landlord Witness

BY:

\_\_\_\_\_  
Daniel E. Mancuso, Special Authorized  
Agent – Specialty Leasing

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

\_\_\_\_\_  
Landlord Witness

Signed in the presence of:

**TENANT:** Belmont County Commissioners

\_\_\_\_\_  
*Jayne Long /s/*

Tenant Witness

By: *Mark A. Thomas /s/*

\_\_\_\_\_  
Mark A. Thomas, President

Date: 1/6/16

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

Tenant Witness

By: *Ginny Favede /s/*

\_\_\_\_\_  
Ginny Favede, Vice President

Date: 1/6/16

By: *Matt Coffland /s/*

\_\_\_\_\_  
Matt Coffland, Commissioner

Date: 1/6/16

APPROVED AS TO FORM:  
*David K. Liberati /s/ Assistant*  
\_\_\_\_\_  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM CATTRELL COMPANY  
FOR LEAN-TO STYLE DOG KENNEL COVERS/ANIMAL SHELTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the proposal from Cattrell Companies, Inc., dated January 5, 2016, in the amount of \$46,900.00, for all labor, materials and equipment to build six (6) single-sloped, lean-to style dog kennel covers for the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE FROM PANHANDLE  
CLEANING & RESTORATION/DKI FOR ABATING COURTHOUSE ATTIC**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve estimate number W23014-BIO from Panhandle Cleaning & Restoration/DKI of Wheeling in the amount of \$49,953.00 for all labor and materials necessary to abate over 12,128 square feet of the Courthouse attic, including cleaning, neutralization and sanitization.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM ERB ELECTRIC COMPANY  
FOR THREE (3) FLOOD LIGHTS/LOWER ROOF OF COURTHOUSE**

January 6, 2016

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal dated January 4, 2016, from Erb Electric Company in the amount of \$3,050.00 for all labor and materials necessary to replace three (3) existing flood lights on the lower roof of the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROJECT AGREEMENT FROM H.E. NEUMANN FOR TWO HEAT PUMPS/COMMON PLEAS COURTROOM**

Motion made by Mrs. Favede seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Project Agreement for Building Environmental Systems, Number PP26118, from H. E. Neumann, in the amount of \$13,454.00 for all labor and materials necessary to replace the two heat pumps that serve the Common Pleas Courtroom on the third floor of the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PURCHASE OF ONE JOHN DEERE 3046R UTILITY TRACTOR/BUILDING AND GROUNDS DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the purchase of one (1) John Deere 3046R Compact Utility Tractor with mid-mount side discharge mower and front loader attachments through the State of Ohio Cooperative Purchasing Program, Contract #800276, at a total cost of \$40,239.04, for the Belmont County Commissioners' Building and Grounds Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF ONE JOHN DEERE 5055E UTILITY TRACTOR/BUILDING AND GROUNDS DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the purchase of one (1) John Deere 5055E Utility Tractor with lift-type rotary cutter attachment through the State of Ohio Cooperative Purchasing Program, Contract #800276, at a total cost of \$19,630.71, for the Belmont County Commissioners' Building and Grounds Department.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE 2016 ANNUAL APPROPRIATIONS RESOLUTION**

**2016  
ANNUAL APPROPRIATION RESOLUTION  
O.R.C. 5705.38**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 6<sup>th</sup> day of January 2016, at the office of the Commissioners with the following members present:

Mark A. Thomas, President  
Ginny Favede, Vice- President  
Matt Coffland

Mr. Thomas moved the adoption of the following Resolution: with Mr. Coffland seconding:

Be it resolved by the Board of County Commissioners of Belmont County, Ohio, that to provide for the current expenses and other expenditures of said County, during the fiscal year ending December 31, 2016, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made for and during said fiscal year, as follows, vis.:

**That there be appropriated from the GENERAL FUND: \$ 21,636,644.72 .**

**BELMONT COUNTY  
2016 APPROPRIATIONS**

<b>Account</b>	<b>Appropriation</b>
<b>Fund A00 GENERAL FUND</b>	
<b>Department 0010 AUDITOR</b>	
<b>Expenses</b>	
E-0010-A001-B01.001	
SALARY-OFFICIALS	68,390.00
<b>Expenses Total</b>	
<b>AUDITOR Dept Total</b>	68,390.00
<b>Department 0011 AUDITOR</b>	

January 6, 2016

**Expenses**

E-0011-A001-B02.002	
SALARIES-EMPLOYEES	485,462.00
E-0011-A001-B03.010	
SUPPLIES	15,000.00
E-0011-A001-B04.012	
EQUIPMENT	10,000.00
E-0011-A001-B05.012	
COMPUTER	140,000.00
E-0011-A001-B06.007	
UNEMPLOYMENT	0.00
E-0011-A001-B07.000	
TRAVEL	5,000.00
E-0011-A001-B08.000	
ADVERTISING AND PRINTING	8,000.00
E-0011-A001-B09.003	
P.E.R.S.	67,965.00
E-0011-A001-B10.004	
WORKERS' COMP	0.00
E-0011-A001-B11.000	
OTHER EXPENSES	0.00

**Expenses Total**

**AUDITOR Dept Total** 731,427.00

**Department 0012 AUDITOR PERS. PROP.**

**Expenses**

E-0012-A001-B12.002	
SALARIES-EMPLOYEES	57,980.00
E-0012-A001-B13.010	
SUPPLIES	0.00
E-0012-A001-B14.003	
P.E.R.S.	8,118.00
E-0012-A001-B15.004	
WORKERS' COMPENSATION	0.00

**Expenses Total**

**AUDITOR PERSONAL PROPERTY Dept Total** 66,098.00

**Department 0013 AUDITOR REAL PROP.**

**Expenses**

E-0013-A001-B16.002	
SALARIES-EMPLOYEES	72,490.00
E-0013-A001-B17.010	
SUPPLIES	0.00
E-0013-A001-B18.003	
P.E.R.S.	10,150.00
E-0013-A001-B19.004	
WORKERS' COMPENSATION	0.00

**Expenses Total**

**AUDITOR REAL PROPERTY Dept Total** 82,640.00

January 6, 2016

**Department 0020 CLERK OF COURTS**

**Expenses**

E-0020-A002-E01.001  
SALARY-OFFICIAL 53,215.03

**Expenses Total**

**CLERK OF COURTS Dept Total 53,215.03**

**Department 0021 CLERK OF COURTS**

**Expenses**

E-0021-A002-E02.002  
SALARIES-EMPLOYEES 199,353.00

E-0021-A002-E03.000  
SUPPLIES 8,000.00

E-0021-A002-E07.000  
TRAVEL 500.00

E-0021-A002-E08.000  
ADVERTISING AND PRINTING 200.00

E-0021-A002-E09.003  
P.E.R.S. 36,000.00

E-0021-A002-E10.004  
WORKERS'S COMPENSATION 0.00

E-0021-A002-E11.000  
OTHER EXPENSES 0.00

**Expenses Total**

**CLERK OF COURTS Dept Total 244,053.00**

**Department 0030 CTY. AND MUN. COURTS**

**Expenses**

E-0030-A002-G01.001  
SALARY-OFFICIALS 114,000.00

**Expenses Total**

**COUNTY AND MUNICIPAL COURTS Dept Total 114,000.00**

**Department 0040 CTY. AND MUN. COURTS**

**Expenses**

E-0040-A002-G02.002  
SALARIES-EMPLOYEES 365,750.00

E-0040-A002-G08.003  
P.E.R.S. 67,165.00

E-0040-A002-G09.004  
WORKERS' COMPENSATION 0.00

E-0040-A002-G10.00  
PROCESSING FEES/CREDIT CARDS 0.00

E-0040-A002-G12.000  
BONDSMAN 0.00

E-0040-A002-G23.010  
SUPPLIES-WESTERN COURT 2,000.00

E-0040-A002-G25.000  
WITNESS FEES 0.00

January 6, 2016

E-0040-A002-G27.000		
OTHER EXPENSES		0.00
E-0040-A002-G43.010		
SUPPLIES-NOTHERN		2,000.00
E-0040-A002-G46.000		
POSTAGE		0.00
E-0040-A002-G47.000		
OTHER EXPENSES		0.00
E-0040-A002-G63.010		
SUPPLIES-EASTERN		2,000.00
E-0040-A002-G64.000		
JUROR FEERS-EASTERN COURT		0.00
E-0040-A002-G66.00		
POSTAGE		0.00
E-0040-A002-G67.000		
OTHER EXPENSES		0.00

**Expenses Total**

**COUNTY AND MUNICIPAL COURTS Dept Total** 438,915.00

**Department 0041 CO COURT PROBATION OFFICER**

**Expenses**

E-0041-A002-H01.002		
SALARY PROBATION OFFICER		0.00
E-0048-A002-H02.004		
WORKER'S COMPENSATION		0.00
E-0048-A002-H03.003		
P.E.R.S.		0.00
E-0048-A002-H04.005		
MEDICARE		0.00
E-0048-A002-H05.006		
HOSPITALIZATION EXPENSES		0.00
E-0048-A002-H06.00		
OTHER EXPENSES		0.00
<b>Expenses Total</b>		
<b>CO COURT PROBATION OFFICE Dept Total</b>		<b>0.00</b>

**Department 0048 RECORDS COMMISSION**

**Expenses**

E-0048-A002-K00.002		
SALARY		0.00
E-0048-A002-K01.003		
PERS		0.00
E-0048-A002-K02.010		
SUPPLIES		7,500.00
E-0048-A002-K03.012		
EQUIPMENT		0.00
E-0048-A002-K04.000		
DESTRUCTION COSTS		1,500.00
E-0048-A002-K05.000		
OTHER EXPENSES		1,000.00

January 6, 2016

**Expenses Total**

**RECORDS COMMISSION Dept Total** 10,000.00

**Department 0050 COMMISSIONERS**

**Expenses**

E-0050-A001-A01.001

SALARIES-OFFICIALS-COMMISSIONERS 166,572.00

**Expenses Total**

**COMMISSIONERS Dept Total** 166,572.00

**Department 0051 COMMISSIONERS**

**Expenses**

E-0051-A001-A02.002

SALARIES-EMPLOYEES 390,510.00

E-0051-A001-A03.010

SUPPLIES 10,000.00

E-0051-A001-A06.012

MOTOR VEHICLES 0.00

E-0051-A001-A08.000

TRAVEL AND EXPENSES 16,000.00

E-0051-A001-A09.000

ADVERTISING AND PRINTING 12,000.00

E-0051-A001-A10.000

PROFESSIONAL SERVICES 150,000.00

E-0051-A001-A13.000

POSTAGE 150,000.00

E-0051-A001-A13.010

SUPPLIES 0.00

E-0051-A001-A14.012

EQUIPMENT 60,000.00

E-0051-A001-A15.012

SHERIFF'S CRUISERS 75,000.00

E-0051-A001-A16.000

INDIGENT BURIAL EXPENSES 0.00

E-0051-A001-A17.000

MEMORIAL DAY EXPENSES 8,500.00

E-0051-A001-A19.000

COURTHOUSE SECURITY 0.00

E-0051-A001-A20.00

NOTE PAYMENTS 0.00

E-0051-A001-A20.012

EQUIPMENT 50,000.00

E-0051-A001-A24.000

INFRASTRUCTURE/ORC .026 290,000.00

E-0051-A001-A25.003

P.E.R.S. 78,000.00

E-0051-A001-A26.004

WORKERS' COMP 0.00

E-0051-A001-A27.007

UNEMPLOYMENT COMPENSATION 0.00

E-0051-A001-A28.000

OTHER EXPENSES 65,000.00

E-0051-A001-A29.000

January 6, 2016

BEL-O-MAR	13,000.00
E-0051-A001-A30.000	
N.O.V.A.A.	0.00
E-0051-A001-A31.000	
O.M.E.G.A.	9,523.00
E-0051-A001-A32.000	
SOIL CONSERVATION	90,200.00
E-0051-A001-A33.000	
DISTRICT DETENTION HOME	499,000.00
E-0051-A001-A34.000	
CCAO	7,496.00
E-0051-A001-A35.000	
COMPUTER	0.00
E-0051-A001-A36.000	
ANNEXATION PETITION FUND	0.00
E-0051-A001-A37.000	
OHIO VALLEY RYC/LITTER PREVEN	0.00
E-0051-A001-A38.000	
MEDIATION-CO SHARE	0.00
E-0051-A001-A39.000	
PORT AUTHORITY-CO SHARE	75,000.00
E-0051-A001-A40.000	
BARNESVILLE AIRPORT AUTHORITY	14,000.00
E-0051-A001-A41.000	
PARK HEALTH CENTER SALE	0.00
E-0051-A001-A42.000	
CIC/DOD	75,000.00
E-0051-A001-A43.000	
HEALTH RIGHT	25,000.00
E-0051-A001-A44.000	
TID-TRANSPORTATION IMP DIST	0.00
E-0051-A001-A45.000	
HARMONY HOUSE	20,000.00
E-0051-A001-A50.000	
BUDGET STABILIZATION RESERVE FUND	199,190.40

**Expenses Total**

**COMMISSIONERS Dept Total 2,382,419.40**

**Department 0052 NURSES-JAIL**

**Expenses**

E-0052-A001-A90.002	
SALARIES-NURSES	211,500.00
E-0052-A001-A91.003	
PERS	29,610.00
E-0052-A001-A92.004	
WORKERS' COMP	0.00
E-0052-A001-A92.011	
CONTRACT SERVICES	40,000.00

**Expenses Total**

**NURSES-JAIL Dept Total 281,110.00**

January 6, 2016

**Department 0053 EDUCATION**

**Expenses**

E-0053-A013-A01.002		
SALARIES-EMPLOYEES		0.00
E-0053-A013-A02.003		
P.E.R.S.		0.00
E-0053-A013-A03.004		
WORKERS' COMPENSATION		0.00
<b>Expenses Total</b>		
<b>EDUCATION Dept Total</b>		<b>0.00</b>

**Department 0054 DISASTER SERVICES**

**Expenses**

E-0054-A006-F01.002		
SALARIES-EMPLOYEES		68,500.00
E-0054-A006-F03.000		
BELMONT COUNTY EMA/UTILITIES		37,500.00
E-0054-A006-F05.003		
P.E.R.S.		9,600.00
E-0054-A006-F06.004		
WORKERS' COMPENSATION		0.00
E-0054-A006-F07.000		
OTHER EXPENSES		28,750.00
E-0054-A006-F08.006		
HOSPITALIZATION		0.00
E-0054-A006-F09.000		
INTERNET EXPENSES		0.00
E-0054-A006-F10.000		
DOJ - SUSTAINMENT COST		2,000.00
E-0054-A006-F11.012		
EQUIPMENT		0.00
<b>Expenses Total</b>		
<b>DISASTER SERVICES Dept Total</b>		<b>146,350.00</b>

**Department 0055 MAINT. AND OPER.**

**Expenses**

E-0055-A004-B01.002		
SALARIES-EMPLOYEES		575,213.00
E-0055-A004-B02.010		
SUPPLIES		0.00
E-0055-A004-B03.000		
MATERIALS		0.00
E-0055-A004-B04.012		
EQUIPMENT		75,000.00
E-0055-A004-B05.000		
CONTRACTS-REPAIR		0.00
E-0055-A004-B06.000		
JAIL-MAINTENANCE & OPERATION		0.00
E-0055-A004-B07.000		
BELMONT COUNTY JAIL/UTILITIES		0.00
E-0055-A004-B14.011		
CONTRACTS-SERVICES		0.00



January 6, 2016

E-0055-A004-B15.000		
RENTALS		0.00
E-0055-A004-B16.003		
P.E.R.S.		80,530.00
E-0055-A004-B17.004		
WORKERS' COMPENSATION		0.00
E-0055-A004-B18.000		
OTHER EXPENSES		30,000.00
E-0055-A004-B19.000		
COUNTY BUILDINGS		1,000,000.00
E-0055-A004-B20.000		
MF satellite Bldg/Maint & Operation		0.00
E-0055-A004-B21.000		
MF Satellite Bldg/Utilities		0.00
E-0055-A004-B25.000		
W BEL CO SATELLITE BLD/MAINT& O		0.00
E-0055-A004-B26.000		
W BEL CO SATELLITE BLD/UTILITIES		0.00
E-0055-A004-B28.000		
MAKENZIE BUILDING MAINT&OPERA		0.00
E-0055-A004-B30.000		
THHOBURN CHURCH BUILDING		0.00
E-0055-A004-B31.000		
MEDITERRANEAN BUILDING		0.00
E-0055-A004-B32.000		
EASTERN COURT SATELLITE BLDG		0.00
E-0055-A004-B33.000		
Board of Elections (StC)		0.00
E-0055-A004-B34.000		
OLD SHERIFF'S RESIDENCE		0.00

**Expenses Total**

**MAINTENANCE AND OPERATION Dept Total** **1,760,743.00**

**Department 0056 9-1-1**

**Expenses**

E-0056-A006-E01.002		
SALARIES-EMPLOYEES		635,555.00
E-0056-A006-E02.010		
SUPPLIES		14,000.00
E-0056-A006-E04.011		
CONTRACT SERVICES		100,000.00
E-0056-A006-E05.000		
CONTRACT REPAIRS		200,000.00
E-0056-A006-E06.000		
TRAVEL		2,000.00
E-0056-A006-E07.000		
OTHER EXPENSES		2,500.00
E-0056-A006-E08.003		
P.E.R.S.		89,000.00
E-0056-A006-E09.004		
WORKERS' COMPENSATION		0.00
E-0056-A006-E10.005		
MEDICARE		0.00

January 6, 2016

E-0056-A006-E11.006		
HOSPITALIZATION EXPENSES		0.00
E-0056-A006-E12.007		
UNEMPLOYMENT		0.00
E-0056-A006-E13.012		
EQUIPMENT		20,000.00
E-0056-A006-E14.000		
EQUIPMENT		0.00
<b>Expenses Total</b>		

**9-1-1 Dept Total** **1,063,055.00**

**Department 0057 ANIMAL SHELTER**

**Expenses**

E-0057-A002-F01.002		
SALARIES-EMPLOYEES		50,000.00
E-0057-A002-F02.010		
SUPPLIES		10,000.00
E-0057-A002-F03.012		
EQUIPMENT		0.00
E-0057-A002-F04.007		
UNEMPLOYMENT		0.00
E-0057-A002-F05.003		
PERS		7,000.00
E-0057-A002-F06.011		
VETERINARY SERVICES		0.00
E-0057-A002-F07.000		
EXPENDITURE OF DONATED FUNDS		0.00
E-0057-A002-F08.00		
OTHER EXPENSES		5,000.00
<b>Expenses Total</b>		

**ANIMAL SHELTER Dept Total** **72,000.00**

**Department 0060 COMMON PLEAS COURT**

**Expenses**

E-0060-A002-B01.001		
SALARY-OFFICIAL		25,344.00
<b>Expenses Total</b>		

**COMMON PLEAS COURT Dept Total** **25,344.00**

**Department 0061 COMMON PLEAS COURT**

**Expenses**

E-0061-A002-B02.002		
SALARIES-EMPLOYEES		410,797.00
E-0061-A002-B03.010		
SUPPLIES		9,000.00
E-0061-A002-B04.012		
EQUIPMENT		5,000.00
E-0061-A002-B05.000		
INTENSE PROBATION-CLK OF CRTS		0.00
E-0061-A002-B07.000		
JURORS' FEES		50,000.00
E-0061-A002-B08.000		

January 6, 2016

WITNESS FEES	4,000.00
E-0061-A002-B10.000	
TRAVEL	4,500.00
E-0061-A002-B11.000	
EXPENSES-FORIEGN JUDGE	4,000.00
E-0061-A002-B12.000	
OTHER EXPENSES	30,504.00
E-0061-A002-B14.003	
P.E.R.S.	61,060.00
E-0061-A002-B15.004	
WORKERS' COMP	0.00
E-0061-A002-B16.007	
UNEMPLOYMENT	0.00

**Expenses Total**

**COMMON PLEAS COURT Dept Total 578,861.00**

**Department 0063 MAGISTRATE**

**Expenses**

E-0063-A002-B25.002	
SALARIES-EMPLOYEES	120,800.00
E-0063-A002-B26.010	
SUPPLIES	1,000.00
E-0063-A002-B27.012	
EQUIPMENT	500.00
E-0063-A002-B28.003	
P.E.R.S.	17,000.00
E-0063-A002-B29.004	
WORKERS' COMPENSATION	0.00
E-0063-A002-B30.000	
OTHER EXPENSES	3,000.00

**Expenses Total**

**MAGISTRATE Dept Total 142,300.00**

**Department 0064 DRUG COURT WORKS**

**Expenses**

E-0064-A002-A06.000	
TRANSCRIPTS	5,000.00
E-0064-A002-A07.004	
WORKERS' COMPENSATION	0.00
E-0064-A002-A09.000	
APPELLATE COURT DISTRICT	75,000.00
E-0064-A002-B50.002	
SALARY	0.00
E-0064-A002-B51.003	
PERS	0.00
E-0064-A002-B52.004	
WORKERS' COMP	0.00
E-0064-A002-B53.006	
HOSP	0.00
E-0064-A002-B54.000	
OTHER EXPENSES	0.00

January 6, 2016

E-0064-A002-B55.000  
CELL PHONE 0.00

**Expenses Total**

**DRUG COURT WORKS PROGRAM Dept Total 80,000.00**

**Department 0065 JURY COMMISSION**

**Expenses**

E-0065-A002-B13.002  
SALARIES-EMPLOYEES 1,000.00

E-0065-A002-B19.004  
WORKERS' COMPENSATION 0.00

**Expenses Total**

**JURY COMMISSION Dept Total 1,000.00**

**Department 0069 GIS PROJECT**

**Expenses**

E-0069-A011-A11.000  
GIS PROJECT 50,000.00

**Expenses Total**

**GIS PROJECT Dept Total 50,000.00**

**Department 0070 HIGHWAY**

**Expenses**

E-0070-A012-A02.002  
SALARIES-EMPLOYEES 292,000.00

E-0070-A012-A04.012  
EQUIPMENT 25,000.00

E-0070-A012-A07.006  
HOSPITALIZATION EXPENSES 7,100.00

E-0070-A012-A08.003  
P.E.R.S. 40,880.00

E-0070-A012-A09.004  
WORKERS' COMPENSATION 0.00

**Expenses Total**

**HIGHWAY Dept Total 364,980.00**

**Department 0080 PROBATE COURT**

**Expenses**

E-0080-A002-D01.001  
SALARY-OFFICIAL 12,673.00

**Expenses Total**

**PROBATE COURT Dept Total 12,673.00**

**Department 0081 PROBATE COURT**

**Expenses**

E-0081-A002-D02.002  
SALARIES-EMPLOYEES 163,250.00

E-0081-A002-D03.010

January 6, 2016

SUPPLIES	7,000.00
E-0081-A002-D09.000	
TRAVEL	0.00
E-0081-A002-D10.003	
P.E.R.S.	24,630.00
E-0081-A002-D11.004	
WORKERS' COMP	0.00
E-0081-A002-D12.000	
OTHER EXPENSES	7,000.00
E-0081-A002-D13.000	
GUARDIANSHIP PROBATE INVESTIGATOR	5,000.00

**Expenses Total**

**PROBATE COURT Dept Total 206,880.00**

**Department 0082 JUVENILE COURT**

**Expenses**

E-0082-A002-C20.010	
SUPPLIES	10,000.00
E-0082-A002-C21.012	
EQUIPMENT	4,000.00
E-0082-A002-C22.000	
CONTRACT REPAIRS	2,000.00
E-0082-A002-C23.000	
JURORS' FEES	0.00
E-0082-A002-C24.000	
WITNESS FEES	0.00
E-0082-A002-C26.000	
CHILD SUPPORT	0.00
E-0082-A002-C28.000	
ADVERTISING AND PRINTING	1,000.00
E-0082-A002-C31.002	
SALARIES-EMPLOYEES	698,250.00
E-0082-A002-C32.010	
SUPPLIES	15,000.00
E-0082-A002-C35.000	
TRAVEL	0.00
E-0082-A002-C36.003	
P.E.R.S.	97,755.00
E-0082-A002-C37.004	
WORKERS' COMPENSATION	0.00
E-0082-A002-C38.000	
OTHER EXPENSES	5,000.00

**Expenses Total**

**JUVENILE COURT Dept Total 833,005.00**

**Department 0100 PROSECUTING ATTY.**

**Expenses**

E-0100-A001-E01.001	
SALARY-OFFICIAL	115,703.00

**Expenses Total**

January 6, 2016

**PROSECUTING ATTORNEY Dept Total** **115,703.00**

**Department 0111 PROSECUTING ATTY.**

**Expenses**

E-0111-A001-E02.002  
SALARIES-EMPLOYEES 560,000.00

E-0111-A001-E04.010  
SUPPLIES 7,000.00

E-0111-A001-E08.000  
ALLOWANCES (FOJ) 57,852.00

E-0111-A001-E09.003  
P.E.R.S. 95,000.00

E-0111-A001-E10.004  
WORKERS COMPENSATION 0.00

E-0111-A001-E11.000  
OTHER EXPENSES 5,000.00

**Expenses Total**

**PROSECUTING ATTORNEY Dept Total** **724,852.00**

**Department 0120 RECORDER**

**Expenses**

E-0120-A006-B01.001  
SALARY-OFFICIAL 50,203.00

**Expenses Total**

**RECORDER Dept Total** **50,203.00**

**Department 0121 RECORDER**

**Expenses**

E-0121-A006-B02.002  
SALARIES-EMPLOYEES 286,826.00

E-0121-A006-B03.010  
SUPPLIES 0.00

E-0121-A006-B06.011  
CONTRACTS-SERVICES 0.00

E-0121-A006-B07.000  
DOCUMENTS 10,000.00

E-0121-A006-B08.000  
TRAVEL 1,000.00

E-0121-A006-B09.003  
P.E.R.S. 47,200.00

E-0121-A006-B10.004  
WORKERS COMPENSATION 0.00

E-0121-A006-B11.000  
OTHER EXPENSES 0.00

**Expenses Total**

**RECORDER Dept Total** **345,026.00**

**Department 0130 SHERIFF**

**Expenses**

E-0130-A006-A01.001

January 6, 2016

SALARY-OFFICIAL 69,372.00

**Expenses Total**

**SHERIFF Dept Total 69,372.00**

**Department 0131 SHERIFF**

**Expenses**

E-0131-A006-A02.002

SALARIES-ADMINISTRATION 283,742.00

E-0131-A006-A03.002

SALARIES-JAIL 1,377,866.00

E-0131-A006-A03.010

SUPPLIES 15,000.00

E-0131-A006-A04.002

SALARIES-ROAD DEPUTIES 1,595,519.00

E-0131-A006-A06.011

CONTRACTS - SERVICES 18,000.00

E-0131-A006-A07.000

TRAINING SCHOOL 18,000.00

E-0131-A006-A08.000

FOOD 250,000.00

E-0131-A006-A09.000

MEDICAL EXPENSES 130,000.00

E-0131-A006-A10.000

TRANSPORT OF PRISONERS 8,000.00

E-0131-A006-A11.000

ALLOWANCES (FOJ) 30,832.00

E-0131-A006-A12.000

TRAVEL 125,000.00

E-0131-A006-A13.003

P.E.R.S./S.P.R.S. 574,927.00

E-0131-A006-A14.004

WORKERS' COMPENSATION 0.00

E-0131-A006-A15.007

UNEMPLOYMENT COMPENSATION 0.00

E-0131-A006-A16.000

OTHER EXPENSES 25,000.00

E-0131-A006-A17.012

CRUISERS 65,000.00

E-0131-A006-A18.000

RADIOS 34,000.00

E-0131-A006-A19.000

CLOTHING 106,500.00

E-0131-A006-A20.000

OTHER EXP-FALSE ALARM FEES 0.00

E-0131-A006-A21.000

SHERIFF'S -TOWING AND STORAGE 0.00

E-0131-A006-A23.000

SHERIFF'S-BACKGROUND CHECKS 0.00

E-0131-A006-A24.000

E-SCORN EXPENSE FUND 0.00

E-0131-A006-A25.000

CONTRACT-HOUSING OF PRISONERS 0.00

January 6, 2016

E-0131-A006-A26.000		
SHERIFF'S K-9 ACCOUNT		0.00
E-0131-A006-A27.000		
SHERIFF'S DIVE TEAM ACCOUNT		0.00
E-0131-A006-A28.000		
SHERIFF'S SHOP WITH A COP ACCOUNT		0.00
E-0131-A006-A29.000		
SHERIFF'S MOUNTED ACCOUNT		0.00
E-0131-A006-A30.000		
SHERIFF'S PROJECT LIFE SAVER		0.00
E-0131-A006-A31.000		
HOUSE ARREST-SHERIFF'S OFFICE		0.00
E-0131-A006-A32.000		
WARRANT FEE-SHERIFF'S ACCOUNT		0.00

**Expenses Total**

**SHERIFF Dept Total** **4,657,386.00**

**Department 0140 TREASURER**

**Expenses**

E-0140-A001-C01.001		
SALARY-OFFICIAL		53,214.00

**Expenses Total**

**TREASURER Dept Total** **53,214.00**

**Department 0141 TREASURER**

**Expenses**

E-0141-A001-C02.002		
SALARIES-EMPLOYEES		215,740.00
E-0141-A001-C03.010		
SUPPLIES		14,000.00
E-0141-A001-C04.012		
EQUIPMENT		1,500.00
E-0141-A001-C07.000		
TRAVEL		2,000.00
E-0141-A001-C08.000		
ADVERTISING AND PRINTING		1,500.00
E-0141-A001-C09.003		
P.E.R.S.		38,000.00
E-0141-A001-C10.004		
WORKER'S COMP		0.00
E-0141-A001-C11.000		
OTHER EXPENSES		6,500.00
E-0141-A001-C12.000		
BANKING FEES		0.00

**Expenses Total**

**TREASURER Dept Total** **279,240.00**

**Department 0150 CORONER**

**Expenses**

E-0150-A002-F01.001		
---------------------	--	--



January 6, 2016

SALARY-OFFICIAL 41,165.00

**Expenses Total**

**CORONER Dept Total 41,165.00**

**Department 0151 CORONER**

**Expenses**

E-0151-A002-F02.002

SALARY - EMPLOYEES 37,000.00

E-0151-A002-F07.003

P.E.R.S. 12,100.00

E-0151-A002-F08.004

WORKERS' COMPENSATION 0.00

E-0151-A002-F09.000

OTHER EXPENSES 40,000.00

**Expenses Total**

**CORONER Dept Total 89,100.00**

**Department 0160 VETERANS SERVICES**

**Expenses**

E-0160-A009-D02.002

SALARIES-EMPLOYEES 363,000.00

E-0160-A009-D05.000

GRAVE MARKERS 9,000.00

E-0160-A009-D06.000

MEMORIAL DAY EXPENSES 0.00

E-0160-A009-D07.003

P.E.R.S. 40,000.00

E-0160-A009-D08.004

WORKER'S COMPENSATION 0.00

E-0160-A009-D09.000

OUTREACH 55,000.53

E-0160-A009-D10.007

UNEMPLOYMENT 10,000.00

E-0160-A009-D11.000

EXPENSE OF DONATED MONEY 0.00

E-0160-A009-D12.000

UTILITIES 16,000.00

E-0160-A009-D13.000

SUPPLIES 15,000.00

E-0160-A009-D14.000

VETERAN'S BLDG MAINT. 51,736.00

**Expenses Total**

**VETERANS SERVICES Dept Total 559,736.53**

**Department 0161 VETERANS SERVICES**

**Expenses**

E-0161-A009-C01.001

SALARY OFFICIALS 30,000.00

E-0161-A009-C06.000

RELIEF ALLOWANCES 90,380.00

January 6, 2016

E-0161-A009-C07.000		
TRAVEL		15,600.00
E-0161-A009-C08.000		
OTHER EXPENSES		15,000.00
E-0161-A009-C09.004		
WORKER'S COMPENSATION		0.00

**Expenses Total**

**VETERANS SERVICES Dept Total** **150,980.00**

**Department 0170 COUNTY PUBLIC DEFENDER**

**Expenses**

E-0170-A006-G02.002		
SALARIES-EMPLOYEES		235,000.00
E-0170-A006-G03.010		
SUPPLIES		3,000.00
E-0170-A006-G04.012		
EQUIPMENT		1,000.00
E-0170-A006-G05.011		
CONTRACT-SERVICES		7,500.00
E-0170-A006-G06.000		
RENTAL-FACILITIES		0.00
E-0170-A006-G07.000		
CONTRACT REPAIRS		0.00
E-0170-A006-G08.000		
TRAVEL EXPENSES		1,500.00
E-0170-A006-G09.003		
P.E.R.S.		33,000.00
E-0170-A006-G10.004		
WORKERS' COMPENSATION		0.00
E-0170-A006-G11.000		
OTHER EXPENSES		60,000.00
E-0170-A006-G12.000		
INDIGENT CLIENTS-PYMTS TO STATE		525.60

**Expenses Total**

**COUNTY PUBLIC DEFENDER Dept Total** **341,525.60**

**Department 0180 BD OF ELECTIONS**

**Expenses**

E-0180-A003-A01.001		
SALARY-BD MEMBERS		27,308.40

**Expenses Total**

**BD OF ELECTIONS Dept Total** **27,308.40**

**Department 0181 BD OF ELECTIONS**

**Expenses**

E-0181-A003-A02.000		
POLL WORKERS-SALARIES		150,000.00
E-0181-A003-A02.002		
SALARIES-EMPLOYEES		296,640.00
E-0181-A003-A03.010		

January 6, 2016

SUPPLIES	15,000.00
E-0181-A003-A06.011	
CONTRACTS - SERVICES	395,559.00
E-0181-A003-A08.000	
ADVERTISING AND PRINTING	7,000.00
E-0181-A003-A09.003	
P.E.R.S.	43,260.00
E-0181-A003-A10.004	
WORKERS' COMPENSATION	0.00
E-0181-A003-A11.000	
OTHER EXPENSES	217,000.00
E-0181-A003-A12.007	
UNEMPLOYMENT	0.00

**Expenses Total**

**BD OF ELECTIONS Dept Total 1,124,459.00**

**Department 0210 BUDGET COMMISSION**

**Expenses**

E-0210-A001-F01.002	
SALARIES-EMPLOYEES	3,200.00
E-0210-A001-F02.003	
P.E.R.S.	500.00
E-0210-A001-F02.004	
WORKERS' COMPENSATION	0.00

**Expenses Total**

**BUDGET COMMISSION Dept Total 3,700.00**

**Department 0213 COMMISSIONERS**

**Expenses**

E-0213-A001-H01.000	
EXAMINATIONS-COUNTY OFFICERS	165,000.00

**Expenses Total**

**COMMISSIONERS Dept Total 165,000.00**

**Department 0250 AMBULANCE SERVICES**

**Expenses**

E-0250-A006-H05.000	
CONTRACT SERV-AMBULANCE SERVICE	149,500.00

**Expenses Total**

**AMBULANCE SERVICES Dept Total 149,500.00**

**Department 0251 AGRICULTURE**

**Expenses**

E-0251-A007-A01.000	
GRANT	261,910.00
E-0251-A007-A02.000	
AGRICULTURE SOCIETY	2,800.00
E-0251-A007-A03.000	
FAIRBOARD	27,200.00

January 6, 2016

E-0251-A007-A04.000		
APIARY INSPECTION		1,500.00
E-0251-A007-A06.004		
WORKER'S COMPENSATION		0.00

**Expenses Total**

**AGRICULTURE Dept Total** **293,410.00**

**Department 0252 VITAL STATISTICS**

**Expenses**

E-0252-A008-C01.000		
FEES-REGISTRATION		0.00

**Expenses Total**

**VITAL STATISTICS Dept Total** **0.00**

**Department 0253 OTHER HEALTH**

**Expenses**

E-0253-A008-D03.000		
CRIPPLED CHILDREN AID		100,000.00

**Expenses Total**

**OTHER HEALTH Dept Total** **100,000.00**

**Department 0254 PUBLIC ASSISTANCE**

**Expenses**

E-0254-A009-E01.000		
GRANTS-MANDATED SHARE		290,000.00

**Expenses Total**

**PUBLIC ASSISTANCE Dept Total** **290,000.00**

**Department 0255 HISTORICAL SOCIETY**

**Expenses**

E-0255-A013-B01.000		
GRANT		4,000.00

**Expenses Total**

**HISTORICAL SOCIETY Dept Total** **4,000.00**

**Department 0256 INSURANCES**

**Expenses**

E-0256-A014-A01.000		
COSA COSTS		400,000.00
E-0256-A014-A05.000		
OFFICIAL BONDS		0.00
E-0256-A014-A06.006		
GROUP AND LIABILITY		0.00
E-0256-A014-A07.005		
EMPLOYER'S SHARE MEDICARE TAX		165,000.00
E-0256-A014-A08.006		
WAIVED HOSPITALIZATION		40,000.00
E-0256-A014-A09.006		

January 6, 2016

EMPLOYEE LIFE INSURANCE	10,000.00
E-0256-A014-A11.006	
EYE CARE INSURANCE	36,000.00
E-0256-A014-A12.006	
DENTAL INURANCE	125,000.00
E-0256-A014-A13.006	
RX-PRESCRIPTION PLAN	0.00
E-0256-A014-A14.004	
GF WORKERS' COMP PYMT	210,000.00
<b>Expenses Total</b>	

**INSURANCES Dept Total** **986,000.00**

**Department 0257 MISCELLANEOUS**

**Expenses**

E-0257-A015-A13.000	
OTHER EXPENSES	2,000.00
E-0257-A015-A14.000	
ATTORNEY FEES	150,000.00
E-0257-A015-A15.074	
TRANSFERS-OUT	560,000.00
E-0257-A015-A16.075	
ADVANCES-OUT	0.00
E-0257-A017-A00.000	
CONTINGENCIES	274,433.76

**Expenses Total**

**MISCELLANEOUS Dept Total** **986,433.76**

**Department 0300 CHEST CLINIC**

**Expenses**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	No

**Discussion-**Mrs. Favede stated she has fundamental issues with the budget as it stands; however, she respects the decision of the board. She has an issue with the Animal Shelter’s budget being cut by fifty percent and cutting statutory departments while increasing non-statutory departments. She does support and appreciates the cost of living wage increase for the Belmont County employees. Mr. Thomas noted the board appreciates the work of Fiscal Officer Barb Blake and the number of meetings with the elected officials and department heads. He said the process, by law, started back in July with each department submitting budget requests. The Board of Commissioners met with the majority, if not all, General Fund departments and discussed their requests. In the end, the County Auditor, by law, certifies the amount of money he feels will be receipts of Belmont County and the Commissioners then need to work backward in order to get a budget that is satisfactory to everyone. Mr. Thomas said with the exception of the cost of living increase, more money was requested than was available. Significant cuts were made from the Commissioner’s budget to take care of other departments. He said it is a workable budget and was developed within the constraints of the County Auditor’s certification of the money. We need to be as conservative as possible and make sure the tax payers’ dollars are spent as wisely and efficiently as possible. We just completed our first year in operating the Animal Shelter without any outside contracted source. It remains a work in progress and the Commissioners are committed to the shelter as we are required by Ohio Revised Code. The current budget doesn’t affect the care or treatment of the animals housed there. Mr. Coffland said a lot of time was spent reviewing the budget. The requests came in at \$23 million plus and \$21,600,000.00 was certified so cuts had to be made. Every department took cuts. He said major improvements have been made in Belmont County over the last year. Almost 100 miles of road have been paved and upgrades have been made to Sanitary Sewer using General Fund dollars. Millions of dollars have been saved due to refinancing old debt. Mr. Thomas said he felt it important for elected officials and department heads to understand the County Auditor certifies the amount of money taken in by the County. The Commissioners are responsible for appropriating the money. He said we cannot appropriate any more money than what is certified. That’s the way the law works.

**Open Public Forum-**Richard Hord inquired when the Sheriff’s sub-station at the Ohio Valley Mall will be operational. Mr. Coffland said very soon and it will be located next to Tourism. Mr. Hord then inquired about the Boards’ prospects and goals for 2016. Mr. Coffland said they hope for more positive news about the cracker plant and to continue paving roads through the road use maintenance agreements. “I feel 2016 will really change the landscape of Belmont County with a lot of new companies coming to this area,” said Mr. Coffland. Mr. Thomas said first and foremost is the day to day operation of the county. “I think the most important thing for me is to continue laying the foundation for infrastructure improvement in the county,” said Mr. Thomas. He noted that infrastructure improvement leads to having people and businesses who want to move here. He is also looking forward to the results of the nine month study that will help access how to be more efficient with the sanitary sewer system. He also noted the success of the Interstate 70 Mall Road connector and looks forward to Phase II of the project. It is a big project for safety reasons and to future development. He said there is also continued growth in the western part of the county in the Bethesda/Morristown area and the Eastern Ohio Regional Industrial Park located in Barnesville may see further development.

Doug Giffin asked how many well pads were active in Belmont County. Mr. Coffland said there are a lot of pads and holding ponds, but only about six well pads that are actively drilling. Mr. Thomas noted 2016 is going to be a lean year as far as marketing this oil and gas.

January 6, 2016

Eventually it will go back up, and when it does, we will be ready. Port Authority Director Larry Merry added that in October and November, Belmont County led the state in drilling permits.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:32 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Dana Meager, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:00 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to exit executive session at 10:00 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTION WAS TAKEN-**

**IN THE MATTER OF APPROVING THE HIRING OF  
MICHELLE MCAFFEE-MURRAL, LPN  
FOR THE BELMONT CO. JAIL/SARGUS CENTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Michelle McAfee-Murrall for the position of Licensed Practical Nurse at the Belmont County Jail and Sargus Juvenile Center at the rate of \$15.42 per hour beginning January 11, 2016.

Upon roll call the vote was as follows:

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

January 6, 2016

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:02 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to adjourn the meeting at 10:02 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 13<sup>th</sup> day of January, 2016.

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

Matt Coffland /s/\_\_\_\_\_ COUNTY COMMISSIONERS

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

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.

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

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