

St. Clairsville, Ohio

July 1, 2009

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

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

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

**"BILLS ALLOWED"**

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Joseph Gaudio	Taxes / General Fund	12.74
A-CDW-G, Inc.	Supplies, Engineers/General Fund	103.25
A-Lucinda Maupin, ET AL	Travel Expenses Veterans/General Fund	811.69
A, M-Staples	Supplies, Juvenile/General Fund & Intake Coordinator	51.41
A-URI SA	GIS Handbook/General Fund	95.00
C-Pure Water Finance	Water Service, Probate/Mediation	79.95
H-Belmont County Commissioners	Cost Allocation/Public Assistance	19,382.83
K-Lash Paving	Furnishing, Applying Liquid Bit. Material/Eng, MVGT	57,712.50
M-Gabrielle Brothers	Clothing, Juvenile/Placement	679.88
M-The CIMA Company	Liability Protection, Juvenile/General Fund	2,802.67
M-Times Leader	Publication, Juvenile/Title IV-E Reimburse	148.08
N-M&G Architects & Engineers	Contract Services/Eastern Crt Construction	4,811.42
N-WSOS CAC, Inc.	Contract Services/Capital Projects Fund	3,000.00
P-American Electric Power	Service, WW#1	294.88
P-Columbia Gas	Service, Oakview Admin Bldg	397.56
S-Micro-Maid	Supplies, Juvenile/Computer Fund	283.50
S-Beth A. Andes	Contract Services/District Detention Home	1,102.50
S-Com Cast	Internet Serv., Northern Ct/Computer Fund	74.90
S-Sam's Club	Food Supplies/Oakview Juvenile Res Center	760.74
W-Tri County Help Center	Release of Marriage License Fees	6,820.00
Y-Bridgeport Village	License Tax Fees/Motor Vehicle License Tax	1,235.00
Y-Health Plan	July Premium	166,160.73
Y-Health Plan, PPO	July Premium	231,580.68

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for July 1, 2009 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$46,589.04; \$3,834.12; \$900.85; \$2,217.03;\$4,054.38;\$912.20;\$1,581.84
A-GENERAL, COMMON PLEAS COURT	\$543.65
A-GENERAL, 9-1-1	\$5,960.70; \$3,300.00; \$6,232.83
A-GENERAL, SHERIFF	\$2,500.00
C-INDIGENT GUARDIANSHIP	\$978.75
C-CLERK OF COURTS, CERTIF OF TITLE	\$111.23
K-ENGINEER MVGT	\$15691.82; \$247.36
S-OAKVIEW JUVENILE RES CTR	\$6,142.24
S-DISTRICT DETENTION HOME	\$3,718.22
T-FEMA HAZARD MITIGATION	\$79,470.00
H-PUBLIC ASSISTANCE	\$12,876.16
H-WIA	\$162,671.61
S-PORT AUTHORITY	\$1,176.34

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN**  
**THE GENERAL FUND OF BELMONT COUNTY CLERK OF COURTS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer of funds within the Belmont County Clerk of Courts fund.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0021-A002-E07.000 Travel	E-0021-A002-E08.000 Printing	\$ 150.00

Upon roll call the vote was as follows:

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

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

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A50.000 Budget Stab	E-0051-A001-A16.000 Indigent Burial	\$3,000.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stab	E-0256-A014-A01.000 County Bldg. Ins.	\$16,251.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN  
THE BELMONT COUNTY GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within the Belmont County General Fund:

<b>FROM:</b>	<b>TO:</b>		
E-0131-A006-A03.002 Jail Salaries	E-0131-A006-A04.002 Sheriff/Road Salaries	25,350.00	
E-0011-A001-B02.002 Auditors Salaries	E-0131-A006-A04.002 Sheriff/Road Salaries	8,000.00	
E-0011-A001-B02.002 Auditors Salaries	E-0131-A006-A19.000 Sheriff/Clothing	200.00	

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>Worker's Comp Various Departments</b>	<b>Sheriff's Clothing Allowance</b>	
E-0064-A002-A07.004 Court of Appeals	E-0131-A006-A19.000 Clothing	\$80.84
E-0065-A002-B19.004 Jury Comm	E-0131-A006-A19.000 Clothing	\$73.67
E-0070-A012-A09.004 Highways	E-0131-A006-A19.000 Clothing	\$3084.52
E-0081-A002-D11.004 Probate Court	E-0131-A006-A19.000 Clothing	\$811.14
E-0082-A002-C37.004 Juv Prob Dept	E-0131-A006-A19.000 Clothing	\$1629.63
E-0111-A001-E10.004 Prosecutor	E-0131-A006-A19.000 Clothing	\$93.24
E-0121-A006-B10.004 Recorder	E-0131-A006-A19.000 Clothing	\$704.04
E-0141-A001-C10.004 Treasurer	E-0131-A006-A19.000 Clothing	\$4157.45
E-0151-A002-F08.004 Coroner	E-0131-A006-A19.000 Clothing	\$571.90
E-0161-A009-C09.004 Soldier Relief	E-0131-A006-A19.000 Clothing	\$271.58
E-0210-A001-F02.004 Budget Comm	E-0131-A006-A19.000 Clothing	\$87.67
E-0251-A007-A06.004 Agriculture	E-0131-A006-A19.000 Clothing	\$1.66
E-0300-A008-B11.004 Chest Clinic	E-0131-A006-A19.000 Clothing	\$367.31
	<b>Total</b>	\$11,934.65
E-0011-A001-B02.002 Auditor's Salaries	E-0131-A006-A19.000 Clothing	\$22,765.35
		<b>\$34,700.00</b>

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>Worker's Comp Various Departments</b>		
E-0021-A002-E10.004 Clerk of Courts	E-0131-A006-A03.002 Jail Salary	\$760.79
E-0040-A002-G09.004 Co Courts	E-0131-A006-A03.002 Jail Salary	\$641.18
E-0051-A001-A26.004 Commissioners	E-0131-A006-A03.002 Jail Salary	\$1638.16
E-0053-A013-A03.004 Education	E-0131-A006-A03.002 Jail Salary	\$641.99
E-0054-A006-F06.004 Disaster Services	E-0131-A006-A03.002 Jail Salary	\$1830.09
E-0055-A004-B17.004 Maintenance	E-0131-A006-A03.002 Jail Salary	\$1425.83
E-0056-A006-E09.004 911	E-0131-A006-A03.002 Jail Salary	\$10.00
E-0061-A002-B15.004 Common Pleas	E-0131-A006-A03.002 Jail Salary	\$5552.95
E-0063-A002-B29.004 Magistrate	E-0131-A006-A03.002 Jail Salary	\$2483.67
E-0064-A002-A07.004 Ct of Appeals	E-0131-A006-A03.002 Jail Salary	\$15.34
	<b>Total</b>	<b>\$15,000.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER  
WITHIN FUND FOR THE COUNTY HOME FUND H30**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within the County Home Fund H30.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2150-H30-H11.000 Other Expenses	E-2150-H030-H12.005 Medicare	\$ 3,000.00
E-2150-H30-H11.000 Other Expenses	E-2150-H030-H02.002 Salaries	125,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/  
BELMONT COUNTY JUVENILE COURT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfer between funds from the General Fund to the M67 Alternative School Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>GENERAL FUND</b>	<b>ALTERNATIVE SCHOOL FUND</b>	
E-0082-A002-C31.002 Salaries-Employees	R-0040-M067-M08.575 Advances In	15,334.00

*Note: This transfer is being made pending receipt of an anticipated grant check at which time funds will be returned to salary line item.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS FOR  
THE BELMONT COUNTY SANITARY SEWER DISTRICT**

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074-WWS #3-Trans Out	R-9200-O003-O08.574-WWS #3-Bond Trans In	\$24,000.00
E-3702-P005-P34.074-WWS #3-Trans Out	R-9201-O004-O06.574-WWS # 3-Phase I Trans In	18,000.00
E-3702-P005-P34.074-WWS #3-Trans Out	R-9204-O007-O06.574-WWS # 3-Phase II Trans In	40,000.00
E-3705-P053-P16.074 - SSD #2 Trans Out	R-9203-O006-O08.574 - SSD#2 Bond Acct Trans In	23,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/OV EDUCATIONAL  
SERVICE CENTER TO OAKVIEW JUVENILE REHABILITATION**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfer between funds from the O V Educational Service Center to Oakview Juvenile Rehabilitation Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>OV EDUCATIONAL SERVICE CENTER</b>	<b>OAKVIEW JUVENILE REHAB</b>	
E-8007-S027-S05.000 OVESC Classroom Supplies	R-8010-S030-S05.574 Transfers In	\$ 10,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE VISION INSURANCE CHARGEBACKS  
FOR THE MONTHS OF JUNE AND JULY, 2009**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for

the Vision Insurance Chargebacks for the months of June and July, 2009.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>A014-A11</b> E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	3,435.78
<b>A406-F08</b> E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y06.500	0.00
<b>A006-E11</b> E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y06.500	236.73
<b>A406-G09</b> E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	120.54
<b>A403-A09</b> E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	130.18
<b>M067-M05</b> E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	22.18
<b>M060-M64</b> E-0400-M060-M64.008 CARE & CUST REST.	R-9891-Y091-Y06.500	9.64
<b>M060-M29</b> E-0400-M060-M29.008 CARE & CUST CCAP	R-9891-Y091-Y06.500	22.18
<b>M060-M75</b> E-0400-M060-M75.008 CARE & CUST Sub A	R-9891-Y091-Y06.500	38.09
<b>M074-M01</b> E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y06.500	0.00
<b>M077-M02</b> SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y06.500	0.00
<b>M078-M02</b> E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y06.500	33.27
<b>S033-S47</b> E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	381.84
<b>S078-S14</b> E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	22.18
<b>J000-J06</b> E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	82.92
<b>W082-T07</b> E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
<b>S277-S02</b> E-1520-S077-S04.006 CORRECTIONS ACT GRNT	R-9891-Y091-Y06.500	22.18
<b>W080-P07</b> E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	22.18
<b>S088-S03</b> E-1551-S088-S03.006 WESTERN SPEC	R-9891-Y091-	22.18

PROJECTS	Y06.500	
<b>S086-S03</b> E-1561-S086-S03.006 NORTHERN SPEC PROJ	R-9891-Y091-Y06.500	4.82
<b>S087-S03</b> E-1571-S087-S03.006 EASTERN SPEC PROJECTS	R-9891-Y091-Y06.500	11.09
<b>B100-B10</b> E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	44.36
<b>S074-S05</b> E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
<b>L001-L13</b> E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	85.82
<b>H430-H14</b> E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y06.500	1,356.27
<b>E101-E12</b> E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	7.90
<b>T077-T01</b> E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	2.00
<b>T079-T01</b> E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y06.500	2.00
<b>F079-F01</b> E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y06.500	14.00
<b>F078-F02</b> E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	0.00
<b>F077-F01</b> E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y06.500	65.00
<b>F076-F01</b> E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y06.500	37.00
E-2218-G000-G01.002 FOOD SERVICE	R-9891-Y091-Y06.500	65.00
E-2213-F075-F01.002 VITAL STATS	R-9891-Y091-Y06.500	30.00
E-2227-F074-F03.002 HOME SEWAGE TREAT. SYSTEM	R-9891-Y091-Y06.500	50.00
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y06.500	0.00
<b>S049-S63</b> E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	85.82
<b>H300-H13</b> E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	510.14
<b>H310-H08</b> E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	0.00
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	22.18
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	51.10
<b>K200-K24</b> E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	513.98
<b>K200-K37</b> E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	196.72
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	94.80
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	269.51
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	52.14
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	50.82
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	9.40
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	3.06
<b>T075-T52</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	88.72
<b>S079-S07</b> E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	142.72
<b>S230-S66</b> E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	314.36
<b>W081-P07</b> E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	0.00
<b>TOTAL</b>		<b>8,782.80</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE DELTA DENTAL CHARGEBACKS FOR THE MONTHS OF JUNE AND JULY, 2009**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Delta Dental Chargebacks for the months of June and July, 2009.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>A014-A12</b> E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	15,540.56
<b>A406-F08</b> E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y07.500	0.00
<b>A006-E11</b> E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y07.500	1,062.98
<b>A406-G09</b> E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	552.10
<b>A403-A09</b> E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	589.80
<b>M067-M05</b> E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
<b>M060-M64</b> E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y07.500	37.70
<b>M060-M29</b> E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	102.88
<b>M060-M75</b> E-0400-M060-M75.008 CARE & CUST Sub Abu	R-9891-Y091-Y07.500	118.82
<b>M074-M01</b> E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y07.500	0.00
<b>M077-M02</b> SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y07.500	0.00
<b>M078-M02</b> E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y07.500	208.67
<b>S033-S47</b> E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,686.96
<b>S078-S14</b> E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	102.88
<b>J000-J06</b> E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	356.56
<b>W082-T07</b> E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
<b>S277-S02</b> E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
<b>W080-P07</b> E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	205.76
<b>S088-S03</b> E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
<b>S086-S03</b> E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	18.85
<b>S087-S03</b> E-1571-S087-S03.006 EASTERN SPECIAL PROJ	R-9891-Y091-Y07.500	51.44
<b>B100-B10</b> E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	205.76
<b>S074-S05</b> E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
<b>L001-L13</b> E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	384.04
<b>H430-H14</b> E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y07.500	6,119.09
<b>E101-E12</b> E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	403.78
<b>T077-T01</b> E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	9.00
<b>T079-T01</b> E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y07.500	5.00
<b>F079-F01</b> E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y07.500	57.00
<b>F078-F02</b> E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
<b>F077-F01</b> E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y07.500	65.00
<b>F076-F01</b> E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y07.500	150.00
E-2218--G000-G01.002 FOOD SERVICE	R-9891-Y091-Y07.500	248.00
E-2213-F075-F01.002 VITAL STATS	R-9891-Y091-Y07.500	115.00
E-2227-F074-F03.002 HOME SEWAGE TREAT. SYSTEM	R-9891-Y091-Y07.500	192.00
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y07.500	0.00
<b>S049-S63</b> E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	384.04
<b>H300-H13</b> E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	2,366.24
<b>H310-H08</b> E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	0.00
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	215.98
<b>K200-K24</b> E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	308.64
<b>K200-K37</b> E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-	102.88

	Y07.500	
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	428.50
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,213.65
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	235.96
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	223.91
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	42.60
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	13.93
<b>T075-T52</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	411.52
<b>S079-S07</b> E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	654.98
<b>S230-S66</b> E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,423.06
<b>W081-P07</b> 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	<u>0.00</u>
<b>TOTAL</b>		<b>37,027.04</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE EXPRESS SCRIPTS CHARGEBACKS  
FOR THE MONTHS OF JUNE AND JULY, 2009**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Express Scripts Chargebacks for the months of June and July, 2009.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>A014-A13</b> E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	27,331.23
<b>A406-F08</b> E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y08.500	0.00
<b>A006-E11</b> E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y08.500	1,881.10
<b>A406-G09</b> E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	1,061.10
<b>A403-A09</b> E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	1,604.42
<b>M067-M05</b> E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	197.36
<b>M060-M64</b> E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y08.500	74.30
<b>M060-M29</b> E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	197.36
<b>M060-M75</b> E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	333.19
<b>M074-M01</b> E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y08.500	0.00
<b>M077-M02</b> SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y08.500	0.00
<b>M078-M02</b> E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y08.500	296.04
<b>S033-S47</b> E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	2,865.20
<b>S078-S14</b> E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	197.36
<b>J000-J06</b> E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	691.92
<b>S277-S02</b> E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	197.36
<b>W080-P07</b> E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	271.66
<b>S088-S03</b> E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	197.36
<b>S086-S03</b> E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	37.15
<b>S087-S03</b> E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	98.68
<b>B100-B10</b> E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	394.72
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y08.500	0.00
<b>L001-L13</b> E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	740.68
<b>H430-H14</b> E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-	11,173.91

	Y08.500	
<b>E101-E12</b> E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	160.18
<b>T077-T01</b> E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	9.00
<b>T079-T01</b> E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y08.500	10.00
<b>F079-F01</b> E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y08.500	36.00
<b>F078-F02</b> E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	0.00
<b>F077-F01</b> E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y08.500	36.00
<b>F076-F01</b> E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y08.500	190.00
E-2218-G000-G01.002 FOOD SERVICE	R-9891-Y091-Y08.500	540.00
E-2213-F075-F01.002 VITAL STATS	R-9891-Y091-Y08.500	477.00
E-2227-F074-F03.002 HOME SEWAGE TREAT. SYSTEM	R-9891-Y091-Y08.500	410.00
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y08.500	0.00
<b>S049-S63</b> E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	74.30
<b>S066-S79</b> E-2410-S066-S80.000 BD. OF DD	R-9891-Y091-Y08.500	10,131.53
<b>H300-H13</b> E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	4,683.10
<b>H310-H08</b> E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	0.00
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	197.36
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	439.82
<b>K200-K24</b> E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	619.62
<b>K200-K37</b> E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	206.54
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	707.30
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	1,979.27
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	433.66
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	417.68
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y08.500	78.46
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	25.50
<b>T075-T52</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	592.08
<b>S079-S07</b> E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	938.04
<b>S230-S66</b> E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	2,345.10
<b>W081-P07</b> E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
<b>W082-T07</b> E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	<u>0.00</u>
<b>TOTAL</b>		<b>75,579.64</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE S12 PORT AUTHORITY FUND**

Motion made by Mrs. Favede, 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 July 1, 2009.

**S12 PORT AUTHORITY FUND**

E-9799-S012-S01.002	Salaries	\$ 16,730.76
E-9799-S012-S08.003	PERS	4,015.38
E-9799-S012-S11.005	Medicare	300.00
E-9799-S012-S03.012	Equipment	600.00
E-9799-S012-S06.000	Marketing	400.00
E-9799-S012-S07.000	Professional Services	<u>2,953.86</u>
<b>TOTAL</b>		<b>\$ 25,000.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
 FOR OAKVIEW JUVENILE REHAB S030 FUND**

Motion made by Mrs. Favede, 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 July 1, 2009.

**OAKVIEW JUVENILE REHAB S030**

E-8010-S030-S51.002 Salaries 10,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 1, 2009.

**DISTRICT DETENTION HOME**

E-0910-S033-S33.002 Salaries 16,012.56  
 E-0910-S033-S44.003 OPERS/STRS 10,000.00  
 E-0910-S033-S50.005 Medicare 1,000.00  
 E-0910-S033-S47.006 Hospitalization 3,000.00  
**TOTAL 30,012.56**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF CASH ADVANCE OF FUNDS  
 FOR THE BELMONT COUNTY JUVENILE COURT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following CASH ADVANCE of funds for the Belmont County Juvenile Court as follows:

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>GENERAL FUND/JUVENILE PROBATION DEPT.</b>	<b>ALTERNATIVE SCHOOL FUND</b>	
E-0082-A002-C31.002 Salaries-Employees	R-0400-M067-M08.575 Advances In	\$ 15,334.00

*Note: This cash advance is being made pending receipt of an anticipated grant check at which time funds will be returned to salary line item.*

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated July 1, 2009, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

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

**VETERANS** – Robert Wallace and Albert Parkhurst to travel to Columbus, OH, on July 10-12, 2009, to attend the Summer Conference. Estimated expenses: \$500.00

Upon roll call the vote was as follows:

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

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

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

**CDBG - \$11,615.00** paid into R-9702-T011-T05.501 CDBG - Grant CHIP on June 25, 2009. Grant #B-C-07-007-1 & #B-C-07-007-2, Draw No. 393.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM –**

**DISCUSSION HELD RE: OLD SHERIFF'S RESIDENCE RENOVATIONS**-Mr. Jagucki asked for an explanation of a newspaper article that ran on 6/21/09 as he thought it stated the Tourism Council was giving \$150,000.00 to pay the deputy sheriff's payroll. Commissioner Favede corrected this misinformation stating the board had encumbered money at the county level through the General Fund for the local match required for the grant to rehab the Sheriff's residence. She said that money has been taken and moved to the Sheriff's Department. She

explained that instead of spending county money for the Sheriff's residence for the local match, that money is being given to the Sheriff's Department. Because the local match is still needed, Tourism has donated that local match money. The money the Board had set aside is now going to be used for Sheriff salaries. Tourism has supported that effort by providing the local match to the Sheriff's residence renovations. Their money is not going to the deputies for salaries at the Sheriff's Department. Tourism is going to create a Welcome Center. Mr. Jagucki wanted to know why the commissioners have now been able to come up with enough money to pay four (4) pay periods for the Sheriff's Department. Mrs. Favede advised they have not. Mr. Jagucki then asked why isn't that a part of the budget rather than shifting funds. Mrs. Favede explained that part of the budget entails and includes plans for the future. She said you budget according to what you are going to spend. The board had budgeted and planned to spend the money to rehab the Sheriff's residence. She said, "the economic bottom has fallen out of Belmont County, so we are going through the funds to see what can be freed up in order to meet our obligations, which is keeping the deputies on the road. We all agreed it was much more important to keep the Sheriff's Department afloat rather than using the money for that." She explained the attempt was to come up with enough money for four (4) pays. The \$150,000.00 is a little over one (1) pay period. She said the Board will continue working on money for the Sheriff's Department on a pay by pay period. Mr. Jagucki asked where Tourism gets their money. Mrs. Favede stated, "From a bed tax." Their board governs how that money is spent. Mrs. Favede concluded by saying "Tough times required creative measures."

Richard Hord asked if getting monies from Tourism means there will be less for special projects that they have been funding. Mrs. Favede stated this becomes a special project that Tourism is funding. She explained the concept behind this is creating a community Welcome Center for the county. Mrs. Favede noted the grant was specifically written to create a Tourism Center in a historic building.

Mr. Hord said he has heard the Sheriff has talked about closing the new jail and wanted to know if it was the Sheriff's decision or one made jointly by the Commissioners, Judges and the Auditor. Mrs. Favede replied that it has been stated numerous times that the Sheriff is his own elected official and the Board's duty is to fund his department. She said, "He runs the jail. It is his decision. That being said, it is our desire to not see the jail close. We are doing everything that we possibly can financially to assist his ability to keep it open." Mr. Coffland added we (the Board) oppose closing the jail. "We built a new jail and we will see that enough money is there to maintain the jail," stated Mr. Coffland.

Mr. Hord wanted to know who the Complete Count Committee for Census 2010 included; if meetings scheduled; and if they are open to the public. Mrs. Favede advised the first meeting was held Monday evening. The objective is to see that every Belmont County resident is counted. She said he is more than welcome to participate.

**IN THE MATTER OF APPROVING PAYROLL  
SLATED FOR JULY 10, 2009**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve payroll slated for July 10, 2009 and if any questions or corrections need made, they will be addressed and action taken on July 15, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR  
ENGINEER PROJECT 09-6 BEL-56-33.03  
BRIDGE REPLACEMENT PROJECT LOCATED  
IN MAYNARD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for Belmont County Engineer Project 09-6 BEL-56-33.03 Bridge Replacement Project located in Maynard over Wheeling Creek, to the low bidder, Suburban Maintenance and Construction, Inc. in the amount of \$579,000.00 based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING AND APPROVING THE RENEWAL  
OF A CONTRACT WITH BELMONT CO. CAC (COMMUNITY ACTION  
COMMISSION) ON BEHALF OF BCDJFS WIA (WORKFORCE INVESTMENT ACT)  
IN-SCHOOL AND OUT-OF-SCHOOL YOUTH PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to sign and approve the renewal of a contract with Belmont County CAC (Community Action Commission), on behalf of the Belmont County Department of Job and Family Services, for the WIA (Workforce Investment Act) In-School and Out-of School Youth Program, effective of July 1, 2009 through June 30, 2010, in an amount not to exceed \$90,000.00

*Note: The purpose of this contract is to provide Paid and Unpaid Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School (Younger) Youth and Out-of-School (Older) Youth of Belmont County.*

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**Purchase of the Performance of Services Contract**

**Whereas**, this contract, entered into on this 1<sup>st</sup> day of **July, 2009**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of the following services: Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring, and Follow-up Services for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County. These services are five of the ten elements for youth required by the WIA. The Purchaser has agreed to use WIA Youth Funds (CFDA # 17.259) to provide the programs' services to eligible youth, to provide staff to operate the program and assist the youth in gaining employment. Eligible youth are those eligible for the WIA In-School Youth and Out-of-School Youth services as determined by the Purchaser.

**II PARTIES**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
310 Fox Shannon Place  
St. Clairsville, OH 43950  
740-695-1075

**Contractor:** The Community Action Commission of Belmont County  
153 ½ West Main Street  
St. Clairsville, OH 43950  
740-695-0293

### III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2009. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2010. The contract may be extended for one year based on the satisfactory performance of services by the Contractor as outlined in the Performance Standards section.

### IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

#### Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

#### Basic Literacy Skills Deficient

An individual who computes or solves problems, reads, writes, or speaks English at or below the 8.9 grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.

#### Out-of-School Youth

An Out-of-School Youth is an individual who is an eligible youth who is a school dropout or is an eligible youth who received a secondary school diploma or its equivalent, but is basic skills deficient, unemployed, or underemployed.

#### In-School Youth

An In-School Youth is a Youth who does not meet the definition of an out-of-school youth.

#### Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services under a program authorized by WIA.

#### Work Experience

Work Experiences are designed to enable youth to gain exposure to the working world and its requirements. For the purposes of this contract, Work Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector at the state minimum wage for a maximum 120 hours for Out-of-School Youth and a maximum 120 hours for In-School Youth.

Work Experience may be extended for on a case by case basis if funds are available.

#### Secondary Occupational Skills Training

Secondary occupational skills entail familiarity with and use of set-up procedures, safety measures, work-related terminology, record keeping and paperwork

formats, tools, equipment and materials, and breakdown and clean-up routines.

#### Leadership Development

Leadership development opportunities, may include community service and peer-centered activities that encourage responsibility, employability, and other positive social behaviors.

#### Adult Mentoring

Adult guidance and leadership that helps youth make the right choices in order for them to succeed. Mentoring will help with drop-out prevention, positive transition from one grade to the next, completion of secondary education, job attainment and a successful transition into the community.

#### Follow-Up Services

Follow-up services may include: leadership development and supportive services; regular contact with a youth's employer; assistance in securing better paying jobs, career development and further education; work-related peer support groups, adult mentoring and tracking the progress of youth in employment after training. All youth must receive some form of follow-up services for a minimum duration of 12 months from the date of exit. For the purposes of this contract, the Contractor agrees to provide Follow-Up Services to Youth who were served by another contractor under a previous contract and Youth who are WIA participants not directly enrolled in the Contractor's program.

#### Employability Skills

Employability Skills provide a participant with exposure to the world of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits and knowledge needed to obtain and succeed in employment.

#### Advanced Training

An occupational skills employment / training program, not funded under Title I of the WIA, which does not duplicate training received under Title I. Includes only training outside of the One-Stop, WIA and partner, system (i.e., training following exit).

#### Post-Secondary Education

A program at an accredited degree-granting institution that leads to an academic degree (e.g., AA, AS, BA, BS). Does not include programs offered by degree-granting institutions that do not lead to an academic degree.

#### Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

#### Military Service

Reporting for active duty.

#### Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

#### Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

#### Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIA

WIA is the Workforce Investment Act. If Congress passes WIA Reauthorization changing the spending requirements, programmatic requirements or performance measurements for the Youth program during the term of this contract, the Contractor and Purchaser will meet to renegotiate the contract.

**V SCOPE OF WORK**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

**A. Contractor Responsibilities**

1. Contractor shall make available Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth. The Contractor is responsible to recruit participants for the program. The targeted number of participants for the program is up to fifty-five (55) In-School Youth by October 31, 2009 and ten (10) Out-of-School Youth. Of those total participants, fifteen (15) may be enrolled in Work Experience. In-School Youth Work Experience participants must begin Work Experience by March 2, 2010. Additional participants may be enrolled in the Program, if for whatever reason, funds are available. The maximum number of participants may increase since some may not complete the entire length of the program. Work Experience may be extended on a case by case basis if funds are available.
2. Contractor shall develop a curriculum for youth based on the provided elements. Contractor shall develop a grading system which indicates a youth's progress in learning and understanding the curriculum.
3. Contractor shall pay all wages or stipends to participants.
4. Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
5. Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
6. Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
7. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate, positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
8. Contractor is expected to continue to provide services to and make contact with participants as needed throughout the summer. In particular, participants enrolled in the Summer Youth Program should receive further guidance, instruction and reinforcement of the curriculum learned throughout the school year.
9. Contractor is responsible for providing follow-up services to all exited WIA youth whether they were in their program or not. Contractor shall maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.
10. Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
11. Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
12. Contractor may refer potential participants to the Purchaser for eligibility determination.
13. Contractor shall employ the necessary staff to operate the program. When available, the Contractor staff will also assist One-Stop customers in the One Stop Center. If Contractor staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the WIA Youth or One-Stop activities.
14. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
15. Contractor shall meet performance standards specified in this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
16. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

1. Purchaser will ensure that all participants are eligible for services pursuant to WIA and local policies and determine which funds will pay for the services. Purchaser will notify the Contractor on completion of participants' eligibility.
2. Purchaser will notify the Contractor of all exited youth for follow-up services and will provide a follow-up log to use.
3. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
4. Purchaser will pay all costs related to providing Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; Tutoring and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County, consistent with the provisions of Article VIII.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

**C. Service Requirements**

Contractor shall provide Work Experience; Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth to help them succeed in school and in the workplace. Services to be provided and skills to be achieved by the participants include but are not limited to:

1. **Increasing the participants' understanding of the importance and value of education and work. Instill in the youth the importance of positive work habits, leadership and community involvement. Provide the WIA elements as outlined in this contract.**
2. **Placement of a targeted number of up to 55 In-School Youth by October 31, 2009 and a targeted number of 10 Out-of-School Youth in the program.**
3. **Of those total participants, fifteen (15) Youth may be enrolled in Work Experience. Number in Work Experience may be increased on a case by case basis depending on availability of funds.**
4. **Provide follow-up to all exited WIA participants as determined by the Purchaser. Maintain a follow-up log, as provided by the Purchaser, indicating the frequency and details of the follow-up activities.**

**D. Performance Standards**

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

**Service-delivery Measures**

1. **Placement of a targeted number of up to 55 In-School Youth by October 31, 2009 and ten (10) Out-of-School Youth in the program. Of those total participants, fifteen (15) Youth may be enrolled in Work Experience. Provide Work**

**Experience; Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; and Follow-up Services for In-School Youth and Out-of-School Youth. Youth enrolled in Work Experience should be enrolled by March 2, 2010.**

**Contractual Performance Measures**

1. Sixty percent (60%) of Youth enrolled in Work Experience will receive a positive worksite evaluation.
2. Seventy percent (70%) of Youth in the program will provide a positive response to a Customer Satisfaction Survey. Two surveys should be completed; one by January 15, 2010 and the second by May 15, 2010.
3. Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will participate and remain in the program for the school year.
4. Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will pass the curriculum established in the program.
5. Sixty percent (60%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.
6. Sixty percent (60%) of Youth will complete the program's required number of community service hours as determined by the contractor.
7. Will maintain a follow-up log on exited youth. The log will be submitted on a quarterly basis. Satisfactory maintenance of the log will be based on monitoring conducted by the Purchaser.

**Contractual Reviews**

**In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to participants.**

**E. Performance Reporting**

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provides and the Fiscal Performance Report incorporated into this agreement as Exhibit 1. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.

Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.

Contractor will complete and provide to Purchaser the Output Effectiveness Performance Report incorporated into this agreement as Exhibit 2. These reports are due on the 10<sup>th</sup> of the following month and will include all required information for the entire prior month, from the 1<sup>st</sup> to the last day of that month.

Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those in Exhibit 1 and 2 as long as the correct, required information is provided. Failure of Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

**F. Evaluation and Monitoring**

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants, and other employees. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act (WIA) In-School and Out-of-School (Older and Younger Youth) Funds (CFDA # 17.259). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$90,000 WIA Youth Funds (CFDA # 17.259).**

**All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.**

**VII ALLOWABLE COSTS**

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

**VIII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10<sup>th</sup> day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for up to Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$7,033
Operating Staff Wages and Fringes	\$62,441
Participant Wages and Fringes	\$14,505
Operating Expenses	\$4,054
Administrative Expenses	\$1,967
<b>TOTAL COST:</b>	<b>\$90,000</b>
<b>MAXIMUM WIA AUTHORIZED REIMBURSEMENT AMOUNT:</b>	<b>\$90,000</b>

**IX DUPLICATE BILLING**

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

**X AUDIT RESPONSIBILITY AND REPAYMENT**

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducting using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

**XI DISPOSITION OF ASSETS**

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

**XII WARRANTY**

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

**XIII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

**XIV NOTICE**

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

**XV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI CONFIDENTIALITY**

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

**XVIII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

**XIX RELATIONSHIP**

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

**XX ASSIGNMENTS**

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

**XXI SUBCONTRACTS**

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

**XXIII TERMINATION**

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

**XXIV BREACH OF CONTRACT**

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

**XXV WAIVER**

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

**XXVI INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board

**XXVII GOVERNING LAW AND FORUM**

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

**XXVIII SEVERABILITY**

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

**XXIX NON-DISCRIMINATION**

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

**XXX CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

**XXXII DRUG-FREE WORKPLACE**

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**XXXIII COPELAND "ANTI-KICKBACK" ACT**

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

**XXXIV DAVIS-BACON ACT**

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

**XXXVI PUBLIC RECORDS**

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

**XXXVII CLEAN AIR ACT**

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**XXXVIII ENERGY EFFICIENCY**

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**



b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	Market Value
NA	\$
	\$

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Ohio Commission executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Ohio Commission may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Ohio Commission on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County Ohio Commission in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2009 and ending June 30, 2013, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Ohio Commission as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 29th day of June, 2009.

United Bank, Inc.

By: ??? /s/

???, Controller

By: ??? /s/

???, Secretary and CEO

Belmont County Ohio Commission

(Name of Political Subdivision)

By: Matt Coffland /s/ Commissioner

Matt Coffland - Title

By: Ginny Favede /s/ Commissioner

Ginny Favede - Title

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

- Title

**MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS**

WHEREAS, The First National Bank of Powhatan Point a financial institution corporation under the laws of the United States located and doing business within Belmont County, Ohio, is hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of Two Million seven hundred sixty-eight thousand thirty-four and eighty-four cents--- Dollars (\$2,768,034.84) and thirty percent (30%) total assets of Six Million eight hundred forty-two thousand seven hundred thirty five and eleven cents ----Dollars (\$6,842,735.11) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County, that for the full term beginning July 1, 2009 and ending June 30, 2013, both inclusive, it will accept for deposit and safekeeping the maximum sum of Two Million Dollars (\$2,000,000.00) or any part thereof of the active deposits of the Belmont County and it will accept for deposit and safekeeping the maximum sum of \$2,000,000.00 (Two Million) Dollars (\$2,000,000.00) or any part thereof of the active deposits of the Belmont County, and it will accept for deposit and safekeeping the maximum sum of \$2,000,000.00 (Two Million) Dollars (\$2,000,000.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ as active deposits, and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ as inactive deposits, and \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County said Financial Institution now hereby agrees to receive from said Belmont County the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of the moneys of said Belmont County coming into the hands of the Treasurer of said Belmont County as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County for the benefit of said Belmont County and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered: \_\_\_\_\_ Amount \$ \_\_\_\_\_

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
	\$
	\$

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	Market Value
	\$
	\$

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of

repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2009 and ending June 30, 2013, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 26th day of June, 2009.

The First National Bank of Powhatan Point

By: William V. Busick /s/  
William V. Busick, President

By: Theresa L. Stillion /s/  
Theresa L. Stillion, Vice President

Belmont County Board of Commissioners

(Name of Political Subdivision)

By: Matt Coffland /s/ Commissioner  
Matt Coffland. - Title

By: Ginny Favede /s/ Commissioner  
Ginny Favede - Title

By: \_\_\_\_\_ Commissioner  
- Title

**Huntington**

**AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS  
OHIO**

This Agreement is entered into this 1<sup>st</sup> day of July, 2009 by and between The Huntington National Bank, a national banking institution organized under the laws of the United States (hereinafter referred to as the "Financial Institution") and Belmont County Treasurer of St. Clairsville, Ohio (hereinafter referred to as the "Subdivision").

WHEREAS, The Huntington National Bank is a financial institution located and doing business within St. Clairsville, Belmont County, Ohio, having as of December 31, 2008 capital funds as defined by Section 135.01(c) of the Ohio Revised Code of Nine Hundred Sixty-seven million, nine hundred and nineteen thousand, six hundred and four Dollars (\$967,919,614.00) and total assets of Fifty-three billion five hundred and eight million, thirty-five thousand Dollars (\$53,548,035.00); and

WHEREAS, Financial Institution has in writing proposed to the Subdivision that for the period commencing July 1, 2009 through June 30, 2013, inclusive, the Financial Institution will accept for deposit and safekeeping the following:

- (a) The maximum sum of \$1,000,000.00 or any part thereof of the active deposits of said Subdivision; and
- (b) The maximum sum of \$1,000,000.00 or any part thereof of the inactive deposits of said Subdivision,
- (c) The total sum of such active and inactive deposits totals \$2,000,000.00 as these terms are defined in Section 135.31 of the Ohio Revised Code; and

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the Subdivision or designated trustee, as security for the repayment of all public moneys to be deposited in the Financial Institution by said Subdivision, (a) security of the kind specified in Section 135.18 or 135.181 and any other sections of the Ohio Revised Code specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 or 135.181 of the Ohio Revised Code, or (b) surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Subdivision has accepted the said proposal of said Financial Institution, in whole or in part, and has selected said Financial Institution as one of its depositories for the period or periods of time set forth above, and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive and deposits set forth in its proposal for the deposit of public moneys; and

WHEREAS, the total of such active and inactive deposits awarded does not exceed the limit set by Section 135.03 of the Revised Code of 30% of the total assets of the Financial Institution.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Designation. For and during the period of time beginning July 1, 2009 and ending June 30, 2013 both inclusive. Subdivision will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above.
2. Active Deposits. Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check or Subdivision executed by such authorized person(s) or officer(s) and according to such procedure as said Subdivision may designate and prescribe.
3. Inactive Deposits. Said Financial Institution hereby agrees to receive from said Subdivision, the sums set forth above, of the moneys of said Subdivision coming into the hands of the Treasurer of said Subdivision, in an account or accounts in accordance with ORC 135.35.
4. Pledge of Securities. Said Financial Institution further agrees that to secure the performance of its obligations hereunder, under said proposal and under the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge for the benefit of said Subdivision and to its satisfaction, and to the satisfaction of the legal adviser of said Subdivision as to form, eligible securities or aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 or 135.181 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 or 135.181 of the Revised Code. The said Financial Institution will offer the following security to secure said award:  
Deposits shall be collateralized in accordance with section 134.181 Ohio Revised Code.
5. Statements. Said Financial Institution shall file with the Treasurer of Subdivision as of the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active moneys in its possession.
6. Use of Deposits. Financial Institution is allowed the full use, for its lawful and proper purposes of the daily balance, or deposits of the moneys coming into the hands of the Treasurer of said Subdivision as such Treasurer, in the Treasurer's account(s) in said Financial Institution; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal and all within the limits and under and subject to the terms, conditions and stipulations set forth in this Agreement.
7. Surety. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution.
8. Amendment of State or Federal Law. This Agreement shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of designation, lawful at the

July 1, 2009

beginning of any period or designation, cause to be unlawful, during such period if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

9. Assignment. Neither party may assign or transfer this Agreement without the written consent of the other party; provided however, that Financial Institution may assign or transfer this Agreement to any successor, subsidiary, parent or affiliate of Financial Institution, or pursuant to any merger, sale, consolidation or other internal reorganization of Financial Institution upon the giving of notice to the Subdivision.

10. Rules & Regulations: Entire Agreement. The rules and regulations published by the Financial Institution from time to time shall govern the accounts established by the Subdivision, except as expressly provided herein. This Agreement, and any agreement, documents and instruments executed and delivered pursuant thereto or in connection herewith, or incorporated herein by reference, contains the entire agreement of the parties hereto and as contemplated thereby and supersedes all prior discussions, understandings or agreements between the parties hereto.

11. Severability. If at any time any provision of the Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

12. Notices. All notices, requests, demands or other communications and deliveries required or authorized under this Agreement shall (a) be in writing, (b) be sent by certified or registered mail, return receipt requested, by personal delivery or by overnight courier service, to the parties respective addresses on the first page hereto and to the attention of the person executing this Agreement, or to such other address and/or person as a party may designate by written notice to the other party, and (c) be effective when deposited with the United States Postal Service if sent by mail, when actually delivered if sent by personal delivery, or when deposited with the carrier if sent by overnight courier.

13. Termination. Notwithstanding the period of designation, either party may terminate this agreement by giving written notice to the other party no later than thirty (30) calendar days before the effective day of the termination.

14. Amendment. This Agreement may not be amended or modified except in a writing signed by both parties.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duly authorized officers.

Financial Institution:

**THE HUNTINGTON NATIONAL BANK**  
By Richard H. Rudolph /s/ Date: 5-26-2009  
Richard H. Rudolph, Vice President

Subdivision:

**Belmont County Treasurer**  
By: Joseph A. Gaudio  
Title: Treasurer  
**Belmont County Commissioners**  
By: Matt Coffland /s/ Date: July 1, 2009  
Name: Matt Coffland  
Title: Commissioner  
By: Ginny Favede /s/ Date: July 1, 2009  
Name: Ginny Favede  
Title: Commissioner  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS**

This Agreement made on the 1<sup>st</sup> day of July, 2009, by and between NATIONAL CITY BANK, a banking corporation under the laws of the United States, located and doing business within the State of Ohio ("Bank"), **BELMONT COUNTY** ("Depositor").

**Section 1.** Depositor hereby designates Bank as a public depository for Depositor's active, interim and inactive deposits during the period beginning **July 1, 2009**, to and including, **June 30, 2013**.

**Section 2.** Bank hereby agrees:

- (a) to receive for deposit, during the period of designation any funds of depositor and to deposit said funds into the account(s) designated by Depositor and agreed to by Bank; and
- (b) to furnish the Depositor a monthly statement during any time that the Bank holds any active, interim or inactive deposits, showing the activity and balance of funds on deposit in any account for which such a statement is customarily issued, and
- (c) in order to secure the performance of its obligations hereunder, to pledge and deposit with a designated trustee, at the option of the Bank, either eligible securities or a pool of eligible securities in accordance with the provisions of Chapter 135 of the Ohio Revised Code; and
- (d) to comply with the provisions of Chapter 135 of the Ohio Revised Code and all amendments or supplements thereto.

**Section 3.** Depositor hereby agrees:

- (a) to be subject to the rules governing the accounts in which the Depositor's active, interim and inactive deposits are deposited; and
- (b) to provide Bank the names and signatures of those persons authorized to execute drafts on and make withdrawals from the account(s) and to provide documentation evidencing such authority as the bank may request; and
- (c) that Bank may designate, as its option, the manner in which the active, interim and inactive deposits of Depositor will be secured in accordance with Chapter 135 of the Ohio Revised Code and all amendments or supplements thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**BELMONT COUNTY**  
(Depositor)  
By Matt Coffland /s/  
Ginny Favede /s/

**NATIONAL CITY BANK**  
By Kimberly F. Ray /s/  
Its Vice President

**MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS**

WHEREAS, Belmont Savings Bank a financial institution corporation under the laws of the United States located and doing business within Belmont County, Ohio, is hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of Thirty Five Million Four Hundred Sixteen Thousand Dollars (\$35,416,000.00) and thirty percent (30%) total assets of One Hundred Three Million Eight Hundred Fourteen Thousand Dollars (\$103,814,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2009 and ending June 30, 2013, both inclusive, it will accept for deposit and safekeeping the maximum sum of Twelve Million Two Hundred Fifty Thousand Dollars (\$12,250,000.00) or any part thereof of the active deposits of the Belmont County Commissioners and it will accept for deposit and safekeeping the maximum sum of \$\_\_\_\_\_ Dollars (\$\_\_\_\_\_) or any part thereof of the active deposits of the Belmont County Commissioners, and it will accept for deposit and safekeeping the maximum sum of \$\_\_\_\_\_ (Dollars (\$\_\_\_\_\_) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Commissioners security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: (\_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the period beginning July 1, 2009 and ending June 30, 2009 as active deposits, and \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ as inactive deposits, and \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the period beginning \_\_\_\_\_ and ending \_\_\_\_\_ as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals Twelve Million Two Hundred Fifty Thousand Dollars (\$12,250,000), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit

July 1, 2009

and use, as aforesaid, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of Twelve Million Two Hundred Fifty Thousand Dollars (\$12,250,000) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered: FDIC Insurance Coverage Amount \$250,000

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
<u>Mortgage-Backed Securities</u>	<u>\$ 12,000,000</u>
_____	<u>\$ _____</u>

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	Market Value
_____	<u>\$ _____</u>
_____	<u>\$ _____</u>

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Ohio Commission may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Ohio Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2009 and ending June 30, 2013, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 19th day of May, 2009.

Belmont Savings Bank

By: Thomas Poe /s/

Thomas Poe President & CEO

By: James A. Trouten /s/

James A. Trouten VP, Secretary/Treasurer

Belmont County Board of Commissioners

(Name of Political Subdivision)

By: Matt Coffland /s/ Commissioner

Matt Coffland - Title

By: Ginny Favede /s/ Vice-President/Commissioner

Ginny Favede - Title

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

- Title

#### MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, JPMorgan Chase Bank, N.A., a financial Institution corporation under the laws of the United States of America located and doing business within Belmont County, Ohio, hereinafter referred to as the "Financial Institution", having capital funds as defined by Section 135.01 (C) of the Revised Code of One Hundred Seven Billion, Five Hundred Fifty Million Dollars (\$107,550,000,000.00) and thirty percent (30%) total assets of Five Hundred and Six Billion, Four Hundred Fourty Nine Million, Two Hundred Thousand Dollars (\$506,449,200,000.00) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to Belmont County Commissioners, Belmont County, Ohio, that for the full time beginning July 1, 2009 and ending June 30, 2013 both inclusive, it will accept for deposit and safekeeping the maximum sum of \$1,000,000.00 or any part thereof of the active deposits of the Belmont County Commissioners; it will accept for deposit and safekeeping the maximum sum of \$1,500,000.00 or any part thereof of the interim deposits of said subdivision as active, interim, and inactive deposits as defined in Section 135.01 of the Revised Code;

WHEREAS said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Commissioners, security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by the said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth up to: \$1,000,000.00 for the period beginning July 1, 2009 and ending June 30, 2013 as active deposits, and \$1,500,000.00 for the period beginning July 1, 2009 and ending June 30, 2013 as interim deposits, and \$0 for the period beginning July 1, 2009 and ending June 30, 2013 as inactive deposits, both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive and interim deposits set forth in its applications for the deposit of public moneys; the total of which active, interim, and inactive deposits awarded totals \$2,500,000.00, a total which does not exceed the limit set by Section 135.03, of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners, and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Commissioners, said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of \$0 of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated

Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 or the Revised Code; or an surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposit or security offered are securities of the United States Government or other eligible securities as prescribed by Chapter 135.181 of the Ohio Revised Code adequate to secure deposits.

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of the Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to such procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit maturing in fourteen or more days, but in no event more than one year from date of deposit; such inactive deposits shall be evidenced by certificates of deposits, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of the Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active moneys in its possession, and said Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2009 and ending June 30, 2013, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of the any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

**Belmont County Commissioners**  
Matt Coffland /s/  
 Name Matt Coffland  
Ginny Favede /s/  
 Name Ginny Favede  
 Vice President  
 Title

**JPMorgan Chase Bank, N.A.**  
Stephen S. Bohach /s/  
 Stephen S. Bohach  
 Vice President

**MEMORANDUM OF AGREEMENT FOR DEPOSIT OF PUBLIC FUNDS**

WHEREAS, WesBanco Bank, Inc. a financial institution corporation under the laws of the United States of America located and doing business within Ohio County, West Virginia, is hereinafter referred to as the "Financial Institution," having capital funds, as defined by Section 135.01(c) of the Revised Code, of \_\_\_\_\_ (\$\_\_\_\_\_) and thirty percent (30%) total assets of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2009 and ending June 30, 2013, both inclusive, it will accept for deposit and safekeeping the maximum sum of Twenty Million Dollars (\$20,000,000.00) or any part thereof of the active deposits of the Belmont County Commissioners and it will accept for deposit and safekeeping the maximum sum of Twenty Million Dollars (\$20,000,000.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institution by said Belmont County Commissioners security of the kind specified in Section 135.18 and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18 of the Revised Code of Ohio, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the said proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period of periods of time as follows for the sum herein set forth: Twenty Million Dollars (\$20,000,000.00) for the period beginning July 1, 2009 and ending June 30, 2013 as active deposits, and Twenty Million Dollars (\$20,000,000.00) for the period beginning July 1, 2009 and ending June 30, 2013 as inactive deposits; and Twenty Million Dollars (\$20,000,000.00) for the period beginning July 1, 2009 and ending June 30, 2013 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals Twenty Million Dollars (\$20,000,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code of thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, as aforesaid, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of Twenty Million Dollars (\$20,000,000.00) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in an account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of said Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above such portion or amount of such moneys as is at such time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or a surety company bond or bonds in the sum required by Section 135.18 of the Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered: US Treasury, Government Securities, Municipal Bonds Amount: 105%

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

b. Surety company bond or bonds in the sum required by Section 135.18 of the Revised Code:

Itemize	Market Value
_____	\$ _____
_____	\$ _____

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) or officer(s) and according to procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificate of deposit, each of which shall mature not later

than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and said Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2009 and ending June 30, 2013, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of said Financial Institution's proposal, and all within the limits and under and subject to the terms, conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by said Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by said Financial Institution. It is further agreed that this contract shall become null and void whenever by amendments or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duty authorized officers of said parties, this 25th day of June, 2009.

WesBanco Bank, Inc.  
By: Paul /s/  
Paul, President & CEO  
By: \_\_\_\_\_ /s/

Belmont County Ohio Commission  
(Name of Political Subdivision)  
By: Matt Coffland /s/ Commissioner  
Matt Coffland - Title  
By: Ginny Favede /s/ Commissioner  
Ginny Favede - Title  
By: \_\_\_\_\_ Commissioner  
- Title

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPOINTMENTS  
TO THE AREA 16 WORKFORCE INVESTMENT BOARD/BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint the following individuals as employer representatives to the Area 16 Workforce Investment Board, (WIB), based upon the recommendation of Dwayne Pielech, Director, Belmont County Department of Job and Family Services, effective July 1, 2009 to June 30, 2010.

**Dean Holtsclaw, General Manager**

WalMart  
50739 Valley Plaza Dr.  
St. Clairsville, OH 43950

**Carl Lehman**

Lehman Landscaping  
70065 Main St.  
Bannock, OH 43972

*NOTE: These appointments are being made in accordance with State Policy regarding Workforce Investment Boards. The purpose of the WIB is to establish a workforce investment system that responds to the needs of its local customers; to increase employment, retention, earnings and occupational skill attainment of customers, and the productivity and competitiveness of the local economy. It is the responsibility of the WIB to provide policy guidance for and exercise oversight with respect to activities under the Workforce Development Plan for its Workforce Area, in partnership with Belmont, Carroll, Harrison and Jefferson County Boards of Commissioners.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION  
DESIGNATING APRIL 1, 2010 AS CENSUS DAY IN BELMONT COUNTY AND APPOINTING A COMPLETE COUNT  
COMMITTEE**

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

**RESOLUTION DESIGNATING APRIL 1, 2010 AS CENSUS DAY IN BELMONT  
COUNTY AND APPOINTING A COMPLETE COUNT COMMITTEE**

WHEREAS, the kick off day for the 2010 Census is April 1, 2010; and

WHEREAS, an accurate census count is vital to our community and residents' well-being by helping planners determine where to locate schools, day-care centers, roads and public transportation, hospitals and other facilities, and is used to make decisions concerning business growth and housing needs; and

WHEREAS, more than \$300 billion per year in federal and state funding is allocated to states and communities based on census data; and

WHEREAS, census data ensures fair Congressional representation by determining how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislatures, county and city councils, and voting districts; and

WHEREAS, the 2010 Census creates jobs that stimulate economic growth and increase employment opportunities in our community; and

WHEREAS, the information collected by the census is protected by law and remains confidential for 72 years; and

WHEREAS, as a 2010 Census partner, Belmont County will support the goals and ideals for the 2010 Census and will disseminate 2010 Census information to encourage community participation: encourage people in Belmont County to place an emphasis on the 2010 Census and to participate in events that will raise overall awareness of the 2010 Census to ensure a full and accurate count; support census takes as they help our community complete an accurate count; and appoint a Complete Count Committee to seek opportunities to collaborate with other like-minded groups in our community, to utilize high-profile, trusted people to advocate on behalf of the 2010 Census

THEREFORE BE IT RESOLVED that the Belmont County Board of Commissioners hereby designates April 1, 2010 as Census Day in Belmont County and joins the rest of the nation as a 2010 Census Partner.

July 1, 2009

BE IT FURTHER RESOLVED, that a Complete Count Committee is hereby appointed to assist with the 2010 Census consisting of Commissioner Ginny Favede as Chairperson.

Adopted July 1, 2009

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING A RESOLUTION TO CLOSE BELMONT COUNTY PARK HEALTH CENTER, AND ABOLISHING JOBS AND EFFECTING LAYOFFS**

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the following:

**RESOLUTION**

WHEREAS, the Board of County Commissioners of Belmont County, Ohio (hereinafter, "the Commissioners") awarded a bid to and entered into agreements with Park Health Realty, LLC and DC Healthcare Enterprises, LLC, under which Park Health Realty will lease and purchase the Belmont County Park Health Center (the "Facility") and sublease the Facility to DC Healthcare Enterprises, LLC, who will operate it; and WHEREAS, the Commissioners must close the Facility "as a county home" so the lease can commence and DC Healthcare Enterprises, LLC can operate the Facility;

BE IT RESOLVED that the Board will close Belmont County Park Health Center as of 11:59:59 p.m. July 31, 2009, and due to the closure of the Facility for reasons of economy and because there will no longer be work for the incumbents as county home employees once the Facility is closed, the Administrator of the Facility is respectfully directed to abolish all of the County positions at the Facility and lay off the incumbents and timely notify them of same accordingly.

Adopted July 1, 2009

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TIMING REGARDING NOTICE OF TERMINATION OF MANAGEMENT AGREEMENT/ PARK HEALTH CENTER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following resolution regarding the timing of the notice of termination of the Management Agreement for Park Health Center:

**RESOLUTION**

WHEREAS, on or about May 13, 2009, the Board of County Commissioners of Belmont County, Ohio (hereinafter, "the Commissioners") entered into a Management Agreement with DC Healthcare Enterprises, LLC for the management of Belmont County Park Health Care Center (the "Facility") pending the leasing of the Facility, which lease was conditioned upon the Facility's receipt of the physical (paper) nursing home license; and

WHEREAS, unforeseen delays in the licensing process would cause the Commissioners to have to give notice of termination of the Management Agreement before it is certain that the Agreement would remain in force until the commencement of the lease, if the cost of the Agreement is to be twenty-five thousand dollars or less; and

WHEREAS continuity of management is critical to the licensing and leasing process;

BE IT RESOLVED that the Commissioners determine that a real and present emergency exists for the reasons stated above, and that the Commissioners therefore direct the Clerk to give such timely notice of termination of the Management Agreement as necessary to limit the amount of compensation paid to the Manager to forty-nine thousand dollars, rather than twenty-five thousand as indicated in the initial resolution. In so resolving, the Commissioners emphasize that the goal of both the Commissioners and the lessee(s) is to commence the lease as soon as the State regulatory process will reasonably allow, which should limit the cost to substantially less than the full amount authorized.

Adopted July 1, 2009

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 09-7 BEL-WAS-103-2.67 BRIDGE REPLACEMENT**

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's Project 09-7 BEL-WAS-103-2.67 Bridge Replacement Project, they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>Ohio-WV Excavating Co.</b> PO Box 128 Powhatan Point, OH 43942	X	\$ 281,300.00
<b>Sheldon-Gantt, Inc.</b> 1500 North Main Street Niles, OH 44446	X	\$ 198,900.00
<b>Engineer's Estimate: \$330,000.00</b>		

Present for the bid opening were Engineer Fred Bennett, Deputy Engineer Mike Wahl, Eric Ayres of The Times Leader, and Al Molnar of The Intelligencer.

Motion made by Mrs. Favede, seconded by Mr. Coffland to turn all bids received for the Belmont Engineer's Project 09-7 BEL-WAS-103-2.67 Bridge Replacement Project, Crabapple Road, to County Engineer Fred Bennett for review and recommendation.

Upon roll call the vote was as follows:

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

**BREAK UNTIL 11:15 A.M.**

**11:15 Agenda Item: Public Hearing-Wayne Light, Permit Coordinator, Oxford Mining Company**

Mr. Light explained they are requesting to apply salt water brine on their haul roads to prevent dust on their permitted areas. Mr. Jagucki wanted to know what it does to vegetation. Mr. Light explained this will not be put on any public roads, only haul roads within the mine site. Port Authority Director Larry Merry added that it is very helpful in keeping dust control down and is a good way to use the brine that is created. There will be no vegetation where it is going to be applied. Also attending from Oxford Mining was Marcie Moore.

**IN THE MATTER OF RESOLUTION TO APPROVE SURFACE APPLICATION OF BRINE TO OXFORD MINING COMPANY, INC. PURSUANT TO CHAPTER 1509, O.R.C.- BELMONT COUNTY COMMISSIONERS**

WHEREAS, Oxford Mining Company, Inc. has submitted an application, signed by a representative for Oxford Mining Company, Inc. to apply brine to haul roads and land surfaces on surface mine lands permitted by the Ohio Department of Natural Resources located in various townships in Belmont County, Ohio; and

WHEREAS, House Bill 501, effective April 12, 1985, prohibits surface application of brine on roads, streets, highways and other similar surfaces without a written plan to the County Commissioners; and

WHEREAS, Oxford Mining Company, Inc. in Belmont County, Ohio, desires to spread brine for surface application to haul roads and land surfaces on surface mine lands permitted by the Ohio Department of Natural Resources located in Flushing Township, T9N, R5W, Sections 13, 14 & 15; Goshen Township, T7N, R5W, Sections 30 & 36; Richland Township, T7N, R4W, Sections 17, 18 & 23; Union Township, T8N, R5W, Sections 17, 23, 24, 25, & 31; Warren Township, T8N, R6W; Sections 20, 21, 22, 26, 27, 28, 32, 33 & 34; Wheeling Township 7N, R4W, Section 24; Wheeling Township T8N, R4W, Sections 2,3,8,9 & 15; Wheeling Township T9N, R5W, Sections 7 & 8; Belmont County, Ohio, in accordance with state law; and

WHEREAS, brine is to be supplied by Oxford Oil Company using a spreader bar method with a rate of 3 gallons per 60 square feet approximately twice per week for dust control; and

WHEREAS, Oxford Mining Company, Inc. has agreed to abide by the new regulations issued to the Ohio Department of Natural Resources, now therefore be it.

RESOLVED, that this Board hereby Approves the Application submitted by Oxford Mining Company, Inc., P.O. Box 427, Coshocton, Ohio 43812 for properties located in Belmont County, Ohio, as follows:

1. Brine shall not be applied:
  - a. To water saturated surface;
  - b. Directly to vegetation near or adjacent to surfaces being treated;
  - c. Within twelve feet of structures crossing bodies of water or crossing drainage ditches;
  - d. Between sundown and sunrise, except for ice control;
2. The discharge of brine through the spreader bar shall stop when the application stops.
3. The applicator vehicle shall be moving at least five miles per hour at all time while the brine is being applied.
4. The maximum spreader bar nozzle opening shall be three-quarters of an inch in diameter.
5. The maximum uniform application rate of brine shall be three thousand gallons per mile on a twelve foot wide road or three gallons per sixty square feet on unpaved lots.
6. The applicator vehicle discharge valve shall be closed between the brine collection point and the specific surfaces that have been approved for brine application.
7. Any valves that provide for tank draining other than through the spreader bar shall be closed during the brine application and transport.
8. The angle of discharge from the applicator vehicle spreader bar shall not be greater than sixty degrees from the perpendicular to the unpaved surface.
9. Only the last twenty-five percent of an applicator vehicle's contents shall be allowed to have a pressure greater than atmospheric pressure; therefore, the first seventy-five percent of the applicator vehicle's contents shall be discharged under atmospheric pressure.

BE IT FURTHER, RESOLVED, that this Board hereby authorizes the Clerk to forward this legislation to the Ohio Department of Natural Resources, Division of Mineral Resources Management, Morse Road, Columbus, Ohio 43229.

ADOPTED July 1, 2009

Mrs. Favede moved for the adoption of the foregoing Resolution which was seconded by Mr. Coffland, and the roll being called upon its adoption, the vote resulted as follows:

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

OPEN PUBLIC FORUM – Mr. Jagucki said the last information received relative to the Neffs Sewer Project was about six (6) weeks ago. He asked if there was any progress on getting stimulus or funding. Mr. Coffland responded, “No.” Commissioner Favede stated she does check with Senator Voinovich’s office on a regular basis and if anything comes about she will pass that information and any paperwork along to him. She said Brandon Kern of Sen. Voinovich’s office will be in Belmont County at the Commissioners’ Office on July 8 at 4:30 p.m. and Mr. Jagucki is welcome to attend.

**IN THE MATTER OF FINAL PLAT APPROVAL FOR BLAIR 4<sup>TH</sup> ADDITION WHEELING TOWNSHIP SEC 8, T-9, R-5**

“Hearing Had-11:30 A.M.”

Present for the hearing was Ruth Graham, Engineer’s Drafting Technician, who presented maps to the board showing Outlot A, which is a non-building site. This will be transferred to Paul Hamilton as part of his yard as the ground will never be suitable to build on.

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

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

**RESOLUTION**

WHEREAS, this day there was presented to the Board for approval the Final Plat for Blair 4<sup>th</sup> Addition, Wheeling Township, Sec. 8, T-9, 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:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:35 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:35 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 8th day of July, 2009.

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

Charles R. Probst, Jr. - Absent

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

\_\_\_\_\_  
VICE-PRESIDENT

\_\_\_\_\_  
CLERK