

St. Clairsville, Ohio

June 24, 2009

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Telephone/General Fund	261.01
A-Barrett Brothers	Forms-Probate Court/General Fund	118.00
A-Belmont Co. DJFS	Mandated Share/General Fund	30,625.75
A-Belmont Co. Regional Airport Authority	2009 Annual Allocation/General Fund	15,000.00
A-BP	Gasoline-Coroner/General Fund	162.65
A-Cindi Henry	Reimburse expenses/General Fund	333.95
A-GIS Services	Annual Support-GIS Projects/General Fund	550.00
A-Government Finance Officers Assoc.	2008 CAFR Review Fee/General Fund	505.00
A-Mark Lucas	Repairs-Labor/General Fund	5,880.00
A-Randall L. Marple	Reimburse conference expenses/General Fund	334.00
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	348.72
M-Belmont Harrison Juvenile District	Clothing/Placement II-Juvenile Ct. Fund	44.99
P-Akron Canton Commercial	Services/WWS#3 Revenue Fund	171.89
P-Akron Canton Commercial	Services/WWS#3 Revenue Fund	1,300.00
P-Belmont Labs	Services/WWS#3 Revenue Fund	762.00
P-Belmont Labs	Supplies/WWS#3 Revenue Fund	254.00
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/SSD#2 Revenue Fund	373.90
P-Kelly Porter	Reimburse expenses/WWS#3 Revenue Fund	13.50
P-Michael McEndree	Refund/WWS#3 Revenue Fund	0.55
P-St. Clair Lumber Co.	Materials/BCSSD Funds	47.07
P-Sidwell Materials, Inc.	Materials/BCSSD Funds	145.90
P-Southeastern Equip. Co., Inc.	Materials/BCSSD Funds	47.84
P-Vision Business Products	Supplies/BCSSD Funds	615.51
S-AT&T	Phone service/Certificate of Title Admn. Fund	61.54
S-Belmont Harrison Juvenile District	Salary/Juvenile Ct. Gen. Special Projects	345.58
S-Beth Andes, MS, PCC	Contract Services/GS/District Detention Home Fund	1,487.50
S-Cardmember Service	Expenses/Oakview Juvenile Residential Center	808.29
S-Comcast	Utilities/Juvenile Court Computer Fund	59.00
S-Courtview	Support Services/Clerk of Courts Computer Fund	3,618.00
S-TSG	Anti-virus/Northern Div. Court Computer Fund	163.50
S-West Group Payment Center	Handbook/Western Ct. General Special Projects Fund	133.45
W-Print 'n Copy	Supplies/Prosecutor Victim Program	46.00
W-Wheeling Office Supply	Supplies/Prosecutor Victim Program	144.79

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for June 24, 2009, as follow:

FUND	AMOUNT
A-GENERAL	\$2,489.96; \$21,226.24; \$535.29; \$325.00; \$791.95
A-GENERAL/ATTORNEY FEES	\$3,756.29
A-GENERAL/AUDITOR	\$1,768.83
A-GENERAL/EMA	\$478.64
A-GENERAL/SHERIFF	\$9,106.71
B-Dog and Kennel	\$3,371.19
H-County Home, Park Health	\$59,653.76
H-Job & Family, CSEA	\$9,507.54; \$6,484.50
H-Job & Family, Public Assistance	\$ 3,386.03; \$9,298.61; \$5,783.50; \$268.61; \$742.99; \$9,325.08; \$26,955.01; \$69,354.44; \$36,528.05; \$641.55; \$166.38; \$1,285.60; \$13,450.00; \$61,897.50
H-Job & Family, WIA	\$313,708.66; \$97,865.06; \$87,013.51
K-Engineer MVGT	\$1,165.66; \$15,398.61
M-Juvenile Ct.-Placement Services	\$36,671.00
P-LEPC	\$1,142.42
P-Sanitary Sewer District	\$458.26; \$6,252.09; \$200.48; \$10,930.63; \$2,557.11; \$882.60; \$19,039.74
S-District Detention Home	\$18,346.49; \$93,815.00
S-District Detention Home	\$3,418.58; \$6,574.07
S-Job & Family, Children Services	\$37,130.18; \$6,945.55; \$290.33
S-Sheriff Commissary	\$6,999.04
S-Oakview Juvenile Residential Center	\$3,428.88
S-Western Ct. Computer Fund	\$133.45
S-Western Ct. Gen. Special Projects	\$95.55
T-Sanitary Sewer District	\$180.93; \$27.11

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING TRANSFERS
WITHIN FUND FOR THE M67 JUVENILE COURT FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfers within the M67 Juvenile Court Fund.

M67 PERS	M67 Salaries	
E-0400-M067-M02.003	E-0400-M067-M01.002	\$424.01
M67 Medicare	M67 Salaries	
E-0400-M067-M04.005	E-0400-M067-M01.002	<u>\$ 70.80</u>
Total		\$494.81

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
WWS#2	WWS#2	
E-3701-P003-P18.010 Supplies	E-3701-P003-P19.012 Materials	500.00
WWS#3	WWS#3	
E-3702-P005-P18.010 Supplies	E-3702-P005-P19.012 Equipment	500.00
SSD#2	SSD#2	
E-3705-P053-P09.000 Sew Disp	E-3705-P053-P15.000 OE Oper	8,000.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P16.074 OE Trans Out	15,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE OAKVIEW JUVENILE REHABILITATION FUND**

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

FROM	TO	AMOUNT
E-8010-S030-S58.000 Communications	E-8010-S030-S55.010 Supplies	3,600.62

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0910-S033-S69.000 Activities/GS	E-0910-S033-S44.003 PERS/STRS	\$ 220.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR
THE JUVENILE COURT GENERAL SPECIAL PROJECTS FUND**

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

FROM	TO	AMOUNT
E-1589-S096-S10.010 Supplies	E-1589-S096-S08.002 Salaries	\$ 5,200.00
E-1589-S096-S10.010 Supplies	E-1589-S096-S09.000 Fringes	<u>\$ 1,000.00</u>
TOTAL		\$ 6,200.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS
FOR THE BCDJFS/PUBLIC ASSISTANCE FUND H000 AND
PERS EMPLOYERS SHARE HOLDING ACCOUNT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfers between funds for the BCDJFS/PA Fund H00 and the PERS Employers Share Holding Account.

FROM	TO	AMOUNT
E-2510-H000-H12.003 PERS (June Employer SH)	R-9895-Y095-Y01.500 (Employer's Share PERS Payment)	55,717.35
E-2510-H000-H12.003 PERS (June Employee SH)	R-9895-Y095-Y01.500 (Employer's Share PERS Payment)	33,828.36
E-2510-H000-H16.006 Hosp. (July-Sept. Hosp.)	R-9891-Y095-Y01.500 (Employer's Share PERS Payment)	240,895.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/SHERIFF**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 24, 2009.

E-0131-A006-A07.000 Training School 1,558.19

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE 911 FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 24, 2009.

E-2200-E010-E05.012 Equipment \$ 358.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE JUVENILE COURT PLACEMENT SERVICES FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 24, 2009.

M-64 PLACEMENT SERVICES

E-0400-M064-M05.000 Placement Costs \$ 49,176.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE SSD #2 REVENUE FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 24, 2009.

SSD #2 REVENUE FUND

E-3705-P053-P15.000 Other Expenses \$ 7,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR N.S.L.A. OAKVIEW JUVENILE S031 FUND AND
OAKVIEW YOUTH ACTIVITY FUND S032**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 24, 2009.

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000 Food (Meal Tickets) 171.00

E-8011-S031-S02.000 Food (NSLA) 2,253.29

ACTIVITY FUND S032

E-8012-S032-S00.000 Youth Activity Fund 25.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BEL-HARRISON JUVENILE DISTRICT
DETENTION HOME-SARGUS FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 24, 2009.

Bel-Harrison Juvenile District / Detention Home-Sargus Fund S033

E-0910-S033-S33.002 Salaries 59,636.75

E-0910-S033-S44.003 OPERS/STRS 9,000.00

E-0910-S033-S50.005 Medicare 1,000.00

E-0910-S033-S47.006 Hospitalization 5,000.00

E-0910-S033-S34.010 Supplies 5,000.00

E-0910-S033-S40.000 Medical 1,500.00

E-0910-S033-S38.011 Contract Services 10,000.00

E-0910-S033-S39.000 Food Service Expenses 8,000.00

E-0910-S033-S60.010 Supplies/GS 4,000.00

E-0910-S033-S61.000 Food Service Expenses/GS 3,000.00

E-0910-S033-S62.000 Materials/GS 500.00

E-0910-S033-S65.011 Contract Services/GS 10,000.00

E-0910-S033-S67.000 Travel & Training/GS 1,000.00

E-0910-S033-S69.000 Activities/GS 1,500.00

TOTAL 119,136.75

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE T-70 FEMA –HAZARD MITIGATION NEFFS GRANT FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date June 24, 2009.

E-9712-T070-T05.013 FEMA Grant, Contract Projects \$ 24,835.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 24, 2009.

E-1511-W080-P01.002 Salaries 1,866.00
E-1511-W080-P07.006 Hospitalization 1,000.00
E-1511-W080-P08.005 Medicare 200.00
TOTAL 3,066.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 24, 2009.

E-1511-W080-P01.002 Salaries \$ 255.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated June 24, 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 Yes

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

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

BCDJFS – Michael Schlanz and David Williamson to travel to Columbus, OH, in June and August, 2009, to attend trainings. Estimated expenses: \$300.00

ENGINEER – Don Pickenpough, GIS Director, and Steven Clark, Sign Worker to travel to Columbus, OH, on July 23-24, 2009 to attend Ohio Traffic Engineering & Highway Safety Conference & Trade Show. Estimated expenses: \$480.00

Upon roll call the vote was as follows:

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

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

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

FEMA-Hazard Mitigation Neffs Fund - \$24,835.00 paid into R-9712-T070-T01.501 on June 22, 2009. Draw No. 10.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Auditor Joseph Pappano advised he just found out our local government funds are going to be cut 20%. He said he would not doubt that it go beyond 20%. This does not include the library as they are a different fund. He understands the libraries will be cut 50%. Mr. Pappano said our local government fund cuts are going to affect every city, village, township and park district. He said the city of Martins Ferry is really going to get hit hard. Mr. Pappano said he thinks that if a 1 mill levy would be put on for libraries it would pass. He said it would have to be evenly distributed to each of the four (4) libraries. He said he thinks this would pass.

Mr. Pappano asked if the board has talked to the other office holders yet since the Sheriff has begun his lay offs. He is trying to cover their payrolls. He was hoping the Sheriff would be bringing in prisoners to the new jail addition. He said it is going to take a large amount of money to cover the lay offs and that if an employee retires, they are entitled to vacation and a portion of their sick leave balance. He noted that if an employee is “terminated”, they should be entitled to only their vacation pay. Fiscal Manager Cindi Henry stated it was the Sheriff’s obligation to advise the Auditor’s Department what is to be paid out.

Richard Hord followed up regarding the upcoming library cuts. The libraries are encouraging all to contact state officials voicing concerns about the cuts. He asked if the Commissioners are going to pass a resolution regarding this, knowing time is of the essence. Mrs. Favede advised the Board has taken action. She said an e-mail will be sent to our legislatures in opposition to those cuts because time is of the essence and there is not enough time for formal documentation to go through the regular postal service. Mr. Hord asked what the procedure was to put

a levy on for the libraries. Mr. Probst advised that was a question to ask the County Auditor. Mr. Pappano can advise how that it done. As Mr. Probst understands it, it is up to the libraries to approach the Commissioners and ask for a levy to be put on.

Mr. Hord asked what the projected cost is for the renovation of the old jail. Mrs. Favede advised the estimated cost of renovations and what we are going to have to make work out are two different things. She said at this point the plan is to take that money that we have and work backward from it, meaning the cost could be much higher, but what we have is what we are going to work with. She explained at this point only the Sheriff's residence will be renovated and a Tourist Welcome Center will be created out of that facility. That will be Phase I. Phase II will be the jail and we will have to go back and reapply for an additional grant.

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: June 3, 2009.

Upon roll call the vote was as follows:

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

IN THE MATTER OF NOTICE OF PUBLIC HEARING ON THE BELMONT COUNTY BUDGET FOR FISCAL YEAR ENDING DECEMBER 31, 2010

Motion made by Mrs. Favede, seconded by Mr. Probst to authorize the Clerk of the Board to establish the date and time and give **Notice Of Public Hearing On The Belmont County Budget** for fiscal year ending December 31, 2010, pursuant to O.R.C. 5705.28.

Note: The hearing will be held at 11:30 a.m. on Wednesday, July 15, 2009

NOTICE OF PUBLIC HEARING ON THE BELMONT COUNTY BUDGET

Notice is hereby given that on the 15th day of July, 2009 at 11:30 o'clock A.M., a public hearing will be held on the Budget prepared by the County Commissioners of Belmont County, Ohio for the next succeeding fiscal year ending December 31, 2010.

Such hearing will be held at the office of the **Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.**

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

ADVERTISE TIMES LEADER, JUNE 29, 2009 (ONE MONDAY)

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT 09-5 BEL-5-27.75 (CRESCENT-PLEASANT GROVE ROAD) SUPPLYING PRE-CAST PRESTRESSED CONCRETE BOX BEAMS

Motion made by Mrs. Favede, seconded by Mr. Probst to award the bid for the Belmont County Engineer's Project 09-5 BEL-5-27.75 (Crescent-Pleasant Grove Road) Supplying Pre-Cast Prestressed Concrete Box Beams, to the low bidder, Carr Concrete Corporation in the amount of \$32,909.00 based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING PURCHASE OF PROPERTY FOR THE NEFFS MITIGATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Belmont County Commissioners to purchase the following property for the Neffs Mitigation Project and authorize Commission President Charles R. Probst, Jr. to sign on behalf of the Board of Commissioners on all closing documents. Funding for this project is 75% FEMA Hazard Mitigation Grant and 25% Local match.

<u>PROPERTY OWNER</u>	<u>BUYOUT PRICE</u>
Rodney & Kay Driscoll	\$54,000.00
65091 Shields Hollow Road Bellaire, Ohio 43906	
Mick & Crystal McGuire	\$23,000.00
65049 Shields Hollow Road Bellaire, Ohio 43906	

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION AUTHORIZING FILING OF FY 2009 CDBG FORMULA ALLOCATION PROGRAM APPLICATION

Motion made by Commissioner Favede, seconded by Commissioner Probst to adopt the following resolution:
RESOLUTION AUTHORIZING THE FILING OF THE FY 2009 CDBG FORMULA ALLOCATION PROGRAM APPLICATION TO THE STATE OF OHIO, DEPARTMENT OF DEVELOPMENT – OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS FOR APPROVAL.

Upon roll call the vote was as follows:

Commissioner Favede	<u>Yes</u>
Commissioner Probst	<u>Yes</u>
Commissioner Coffland	<u>Yes</u>

**IN THE MATTER OF APPROVING IV-D
CONTRACT AMENDMENT TO CONTRACT
BETWEEN BELMONT CO. CSEA AND BELMONT CO.
JUVENILE COURT/MAGISTRATE**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the IV(4)-D Contract Amendment to the contract between the Belmont County Child Support Agency and Belmont County Juvenile Court for the Juvenile Court Magistrate, ODJFS Contract Number 07080504, effective July 1, 2008 as follows: Total Contract Cost increase from \$124,803.00 to \$138,670.00.

34% Local Share- \$47,147.80
66% Federal Share- \$91,522.20

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO 2009 PARTICIPATION AGREEMENT BETWEEN
BELMONT COUNTY AND COUNTY RISK SHARING AUTHORITY, INC. (CORSA)**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into the **2009 Participation Agreement** between Belmont County and the County Risk Sharing Authority, Inc. (CORSA) effective July 1, 2009 for a three year renewal period terminating April 30, 2012; Total Invoice for 2009-2010 Annual CORSA Program Costs for Belmont County-\$470,251.00

Note: Increase of \$35,760.00 from 2008.

2009 PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the **County Risk Sharing Authority, Inc. ("CORSA")**, an Ohio corporation not for profit and the **County of BELMONT, Ohio (the "Member")**, a political subdivision of the State of Ohio, effective as of the first day of July, 2009 but actually executed on the 24th day of June, 2009.

I. RECITALS

a. The purposes of CORSA are to provide a joint self-insurance pool and to assist members, including the Member, to prevent and reduce losses and injuries to Member property and persons and property which might result in claims being made against members of CORSA, including the Member, or their employees or officers.

b. The Member wishes to avail itself of the advantages offered by CORSA to its members. Therefore, it is the intent of the Member to join with other members of CORSA, which will continue to administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with CORSA's Articles of Incorporation, Code of Regulations policies and procedures, and coverage documents, any member of CORSA against stated liability or loss, to the limits as outlined in the coverage documents of CORSA. It is also the intent of the Member, as a member of CORSA, to have CORSA to provide continuing stability and availability of needed coverages at reasonable costs.

c. This Agreement is made pursuant to the authority granted pursuant to H.B. 875 of the 116th General Assembly, as codified in Sections 307.441, 2744.08, 2744.081 and 3955.05 of the Ohio Revised Code. The coverage provided by CORSA is not considered and does not constitute insurance under any Ohio law.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering CORSA's program.

"Anniversary Date" shall mean the 1st day of May of each year.

"County Home Excess Liability Fund" shall mean the fund established by CORSA to provide for the payment of general liability and professional liability losses at county homes.

"Deductible" shall mean that portion of each loss to be paid directly by the Member, or paid by CORSA and reimbursed by the Member.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by CORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the Member's share, as established from time to time by CORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the total of each Member's Primary Loss Fund, Secondary Loss Fund, and County Home Excess Liability Fund.

"Primary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the first level of losses in excess of the Deductible.

"Primary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a primary loss fund which is a component of the joint self-insurance pool.

"Program Year" shall mean that period commencing on the Anniversary Date and each twelve-month period thereafter until the Termination Date.

"Secondary Loss Fund" shall mean the fund established by CORSA to provide for the payment of the second level of losses in excess of the Deductible.

"Secondary Loss Fund Contribution" shall mean the Member's share, as established from time to time by CORSA, of the costs of funding a secondary loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean April 30, 2012.

III. THE MEMBER'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the Member agrees to become a member of CORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The Member further agrees:

a. To retain its membership in the County Commissioners Association of Ohio.

b. To pay promptly all annual and supplementary contributions or other contributions and deductibles to CORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Trustees. Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency of the bank which maintains CORSA's administrative funds. Payment will be considered delinquent 30 days following the due date.

c. To designate a voting representative and alternate in accordance with CORSA's Code of Regulations.

d. To allow CORSA and its agents, officers and employees reasonable access to all facilities of the Member and all Member records, including but not limited to financial records, as required for the administration of CORSA.

e. To allow attorneys designated by CORSA to represent the Member in the investigation, settlement and litigation of any claim made against the member within the scope of the coverage agreement furnished by CORSA.

f. To cooperate fully with CORSA's attorneys, claims adjustors and any other agent, employee or officer of CORSA in activities relating to the purposes and powers of CORSA.

g. To follow the loss reduction and prevention programs and procedures established by CORSA.

h. To report to CORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in CORSA being required to consider a claim against the Member, its agents, officers or employees or for casualty losses to Member property within the scope of coverages undertaken by CORSA.

i. To report to CORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.

j. To provide CORSA annually, or more frequently if requested, with information either requested by CORSA's Excess Insurance providers or necessary to establish program costs.

k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

IV. CORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the Member's withdrawal or expulsion, CORSA agrees to accept the Member as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

CORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies; by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention programs, policies, and procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To have an actuarial study which determines reserve adequacy, with a report being issued that is signed by a fellow of the Casualty Actuarial Society, done on an annual basis.
- f. To have an annual audit of CORSA's financial records done by a qualified independent certified public accountant.
- g. To carry out such other activities as are necessarily implied or required to carry out CORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

For the term of this Agreement, CORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:

- a. a Primary Loss Fund
- b. a Secondary Loss Fund
- c. a County Home Excess Liability Fund (if applicable)
- d. Insurance coverages

The amounts necessary to fund the Primary Loss Fund, the Secondary Loss Fund, and the County Home Excess Liability Fund (if applicable) will be established annually by the Board, with the advice of its insurance and actuarial advisors. The Board also intends to purchase insurance policies to provide a portion of the coverages shown on Exhibit A.

Notwithstanding the above, the Board may modify the program structure from time to time, as to any or all members, if it determines, in its discretion, that a modification is in the best interests of the program and the members. However, any such modification will not result in a decrease in the coverages listed in Exhibit A hereto and provided to the members, unless such coverages are no longer legally available or are no longer available at a reasonable cost.

VI. MEMBER'S CONTRIBUTIONS

The Member's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Primary Loss Fund Contribution;
- c. its annual Secondary Loss Fund Contribution;
- d. its annual County Home Excess Liability Fund contribution (if applicable);
- e. its annual Insurance Costs; and
- f. its annual Administration Costs.

The Member understands that the cost components set forth in items a. through f., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for example, an insurance policy may be replaced by a debt issuance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The Member further understands that its share of the cost has been computed by CORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the Member's share shall not be computed or applied in a discriminatory manner.

VII. LOSS FUND EQUITY

Subject to the provisions of Article X regarding the dissolution of CORSA, the Member's share of any Member equity in any expiring Program Year's Loss Fund will become an asset of CORSA, to be used and applied for the purposes of the program established by this Agreement as the Board directs.

The Board may from time to time make a determination as to the amount (if any) of Loss Fund equity which may be released to the Member. As to any Loss Fund equity so released, the Board may either distribute such amount in cash to the Member or apply such amount as a credit against the Member's obligations under this Agreement. The decision to make any such distribution, the form of any such distribution (e.g. cash distribution or credit against the cost of the program), and the method of determining the Member's share of any such distribution will be in the sole discretion of the Board.

VIII. TERM OF AGREEMENT: WITHDRAWAL BY MEMBER

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of May, 2009 and shall terminate as of the Termination Date.

The Member, at its option, may terminate this Agreement and withdraw from the joint self-insurance pool on any Anniversary Date, by delivering written notice of withdrawal to CORSA at least 120 days prior to such Anniversary Date, provided that upon withdrawal, all unpaid contributions of the Member required by Article VI of this Agreement, through the year expiring on the day preceding the Anniversary Date of withdrawal, shall immediately become due and payable.

If the Member withdraws prior to the Termination Date, it shall nevertheless remain liable for, and within 30 days of its receipt of an invoice from CORSA shall pay, all of its remaining Primary and Secondary Loss Fund Contributions through the Termination Date. Such Primary and Secondary Loss Fund Contributions for any remaining Program Years until the Termination Date are deemed to be in the same amount as the Member's Primary and Secondary Loss Fund Contributions for the year of the Member's withdrawal.

If the Member withdraws from CORSA, the Member's portion of any Loss Fund equity shall remain with and become the sole property of CORSA.

IX. EXPULSION

a. By a two-thirds (2/3) vote of the Board of Directors, the Member may be expelled. Such expulsion, which shall take effect sixty (60) days after such meeting, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then-current Ohio statutes or regulations:

- (i) Failure to make any payment due to CORSA.
- (ii) Failure to undertake or continue loss reduction and prevention procedures adopted by CORSA.
- (iii) Failure to allow CORSA reasonable access to all facilities and records of the Member necessary for proper administration of CORSA.
- (iv) Failure to fully cooperate with CORSA's attorneys, claims adjusters or other agent, employee or officer of CORSA.
- (v) Failure to carry out any obligation of the Member which impairs the ability of CORSA to carry out its purpose or powers.
- (vi) Any other reason permitted by Ohio statute or regulation.

b. The Member may not be expelled except after notice from the Board of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any final decision; such hearing shall be held within fifteen (15) days after the expiration of the time to cure has passed. The Board shall provide all members with written notice of the hearing date at least seven (7) days prior to the hearing date. At the hearing, the Member affected may present its case. A decision by the Board of Directors to expel the Member after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the Member shall be liable for any unpaid contributions, including Primary and Secondary Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future. The Member's portion of any Loss Fund equity shall remain with CORSA.

X. DISSOLUTION

Upon the final dissolution of CORSA any funds which remain, unencumbered, after all claims and all other CORSA obligations have been paid shall be distributed only to the entities which are members of CORSA immediately prior to its dissolution. If the Member is a member of CORSA immediately prior to its dissolution, the Member's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the Member pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all entities which are members of CORSA immediately prior to its dissolution, times the amount of remaining funds.

XI. NO IMPLIED RIGHT TO CONTINUE AS MEMBER

Nothing in this Agreement shall be construed to grant to the Member any right to continue as a Member of CORSA after the earliest of the Member's withdrawal pursuant to Article VIII of this Agreement, its expulsion pursuant to Article IX of this Agreement, or the Termination Date. CORSA reserves the right to decline to quote coverage to the Member for any subsequent term of this Agreement. If CORSA determines to decline to quote coverage for a subsequent term, it will provide the Member with written notice of such determination at least 120 days prior to the Termination Date of this Agreement.

XII. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are counties or joint correctional facilities within the State of Ohio. It is the intent of the Member that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the Member or its employees by any law.

XIII. MISCELLANEOUS

a. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the Member:

If to CORSA:

County Risk Sharing Authority, Inc.
C/O County Commissioners Association of Ohio
209 E. State Street
Columbus OH 43215

The Member and CORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

b. *Amendments, Changes and Modifications.* This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the Member and CORSA.

c. *Severability.* In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.

d. *Governing Law.* This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Member and CORSA have executed this Agreement as of the date first above written.

COUNTY RISK SHARING AUTHORITY, INC.

By: Ginny Shrimplin /s/

COUNTY OF BELMONT

Matt Coffland /s/

Commissioner

Charles R. Probst, Jr. /s/

Commissioner

Ginny Favede /s/

Commissioner

APPROVED AS TO FORM

David K. Liberati /s/ (Assistant)

Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION SUPPORTING THE SOUTHERN OHIO HEALTH CARE NETWORK AND THE CONNECTING APPALACHIA PLAN AS PROPOSED BY SOHCN AND CONGRESSMAN ZACK SPACE

Motion made by Commissioner Favede, seconded by Commissioner Probst to adopt the following resolution.

RESOLUTION

WHEREAS, the fact that broadband remains inaccessible to more than two-thirds of Appalachian Ohio is a disparity which hinders progress in our region and makes the already difficult task of rural economic development that much more challenging,

WHEREAS, improving the availability of broadband to our local communities will create jobs, increase opportunities for healthcare, education and private industry and provide the conduit necessary for enhanced collaborations around the state, region and nation,

WHEREAS, we believe that the plan will rapidly and responsibly advance the broadband agenda across Ohio's Appalachian region and will bring progress and prosperity to the region by increasing opportunities for health care, education, and business enterprise both locally and regionally.

THEREFORE, Belmont County understands broadband is a paramount concern for its citizens, and makes the SOHCN and Connecting Appalachia its primary effort for securing ARRA funding,

THEREFORE, as a supporting partner of the SOHCN and the Connecting Appalachia plan, the Belmont County Commissioners fully commit resources and assistance necessary and appropriate to usher the completion of the SOHCN in Belmont County.

THEREFORE, the Belmont County Commissioners fully support the Southern Ohio Health Care Network and the Connecting Appalachia plan as proposed by the SOHCN and Congressman Zack Space.

Upon roll call the vote was as follows:

Commissioner Favede	<u>Yes</u>
Commissioner Probst	<u>Yes</u>
Commissioner Coffland	<u>Yes</u>

IN THE MATTER OF APPOINTING DON PICKENPAUGH, BELMONT COUNTY GIS DIRECTOR, TO THE OMEGA BROADBAND COMMITTEE

Motion made by Mrs. Favede, seconded by Mr. Probst to appoint Mr. Don Pickenpugh, Belmont County GIS Director, as Belmont County's representative to the OMEGA Broadband Committee.

Note: There is no set term at this time as this is a new committee being formed.

Upon roll call the vote was as follows:

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

DISCUSSION: Mr. Pickenpugh thanked the Board and explained that this is a chance to bring broadband penetration to the county. As an example, he said some students currently rely on libraries with only dial-up capability for online classes.

IN THE MATTER OF APPOINTING PENELOPE HOWARD AS THE FIRST AID REPRESENTATIVE TO THE BELMONT COUNTY LEPC

Motion made by Mrs. Favede, seconded by Mr. Probst to appoint Penelope Howard as the First Aid Representative to the Belmont County Local Emergency Planning Committee (L.E.P.C.) under O.R.C. 3750.03, to fill the unexpired term of Tom Clark, effective June 16, 2009 to August 15, 2009, based upon the recommendation of that Dave Ivan, Belmont County LEPC Chairperson, and the Local Emergency Planning Committee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN FOR BELMONT COUNTY

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the Certificate of County-Wide Cost Allocation Plan for Belmont County for the year ending December 31, 2008 as prepared by Maximus Consulting Services, Inc.

Note: Belmont County contracts with Maximus Inc. to prepare the cost allocation plan which establishes the allowable costs that can be charged back to departments with funding sources outside the general fund.

**BELMONT COUNTY, OHIO
CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN**

This is to certify that I have reviewed the cost allocation plan prepared by **MAXIMUS Consulting Services, Inc.**, and submitted herewith and to the best of my knowledge and belief:

All costs included in this proposal to establish cost allocations or billings for the year ended December 31, 2008 are allowable in accordance with the requirements of *OMB Circular A-87, "Cost Principles for State and Local Governments,"* and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. Acceptance of this Cost Plan is contingent upon no material inaccuracies subsequently being found.

I declare that the foregoing is true and correct.

Signature Charles R. Probst, Jr. /s/
Print Name Charles R. Probst, Jr.
Title Commissioner- President
Date of Execution 6-24-09

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:00 A.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Robyn Marshall, Belmont County 911 Director and Mike Kinter, HR Consultant, pursuant to O.R.C. 121.22(G)(1) Personnel Exception to discuss the compensation of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:40 A.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session with Robyn Marshall, Belmont County 911 Director and Mike Kinter, HR Consultant, pursuant to O.R.C. 121.22(G)(1) Personnel Exception to discuss the compensation of public employees.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN.

IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 09-6 BEL-56-33.03 BRIDGE REPLACEMENT

This being the day and 11:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's Project 09-6 BEL-56-33.03 Bridge Replacement, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Suburban Maintenance & Construction, Inc. 16330 York Road North Royalton, Oh 44133	X	\$ 579,000.00
Ohio-West Virginia Excavating Co. PO Box 128 Powhatan Point, OH 43942 Engineer's Estimate: \$600,000.00	X	\$ 579,250.00

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

Motion made by Mr. Probst, seconded by Mrs. Favede to turn over all bids received for Belmont County Engineer's Project 09-6 BEL-56-33.03 Bridge Replacement, to Fred Bennett, County Engineer, for review and recommendation.

Note: Project Location-County Highway 56 over Wheeling Creek, Maynard

Upon roll call the vote was as follows:

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

BREAK 12:42 P.M.

**IN THE MATTER OF APPOINTING ANDY SUTAK
AND ATTORNEY MICHAEL P. McCORMICK AS
MEMBERS OF THE BELMONT COUNTY LAW LIBRARY
RESOURCES BOARD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Andy Sutak, Belmont Co. Chief Deputy Auditor as a member of the Belmont County Law Library Resources Board under R.C. 307.511(A)(4) to serve a term beginning on July 1, 2009 and ending December 31, 2013, *and* to appoint Attorney Michael P. McCormick of 108 Liberty Lane, Bethesda, Ohio 43719 as a member of the Belmont County Law Library Resources Board under R.C. 307.511(A)(5) to serve a term beginning on July 1, 2009 and ending December 31, 2014. By statute Mr. McCormick shall serve as the chairperson of the Belmont County Law Library Resources Board until December 31, 2010.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION
OF THE BELMONT COUNTY BOARD OF COMMISSIONERS
OPPOSING PROPOSED CUTS TO THE PUBLIC LIBRARY FUND**

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

RESOLUTION

Whereas, Governor Ted Strickland proposes to cut the Public Library Fund (PLF) by 30 percent on top of the 20% cut already in effect, as of July 1, 2009; and

Whereas, the Governor's proposed budget cuts come at a time when Ohio's public libraries are experiencing unprecedented increases in demand for services; and

Whereas, these cuts would effect those who need the library most during these rough economic times: the unemployed, who use the free high speed Internet for job seeking, and children, whose education should always be our first priority; and

Whereas, these proposed cuts will force libraries to close branches and drastically reduce main library hours and cut the purchase of new materials; and

Now Therefore Be It Resolved, the Belmont County Board of Commissioners opposes the Governor's proposal to cut library funding, and

Now Therefore Be It Further Resolved, while we recognize the tremendous challenge before them, we urge our state officials to find an alternative solution and maintain the current level of Public Library Funding.

Adopted June 24, 2009

Upon roll call the vote was as follows:

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

**IN THE MATTER RESOLUTION OF THE
BOARD OF COMMISSIONERS OF BELMONT COUNTY
EXPRESSING OPPOSITION TO ANY ADDITIONAL COST CUTTING
OF LOCAL GOVERNMENT FUNDS**

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

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY
EXPRESSING OPPOSITION TO ANY ADDITIONAL COST CUTTING
OF LOCAL GOVERNMENT FUNDS**

WHEREAS, Local Government Funds were reduced several years ago causing a continual drain of revenue sources for local governments i.e.: County, Municipal, Township, Library and Park Districts.

WHEREAS, the Belmont County Commissioners understand the challenges involved in developing budget cuts at both the state and local levels; and

WHEREAS, the proposed state cuts of local government funds of 20% for County, Municipal, Township, and Park Districts, and anticipated 50% cuts to Libraries are totally unacceptable; and

WHEREAS, the proposed state cuts of local government funds will devastate the already revenue plagued County, Municipal, Township, Library and Park Districts, and

WHEREAS, the proposed local government funding is anticipated revenue for fiscal year 2009 for the County, Municipal, Township, Library and Park Districts, and

WHEREAS, any proposed funding cut in the middle of the funding fiscal year would cause catastrophic fiscal problems to all County, Municipal, Township, Library and Park Districts,

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF BELMONT COUNTY COMMISSIONERS:

1. The Board of Commissioners urges state leaders to reconsider any proposal to further cut local government funding.
2. The Board of Commissioners declares that Local Government Funds are vital to the revenue partnership between the State of Ohio and the County, Municipal, Township, Library and Park Districts.
3. We ask that all state leaders give particular attention to the impact that further local governmental funding cuts will have on current appropriations of County, Municipal, Township, Library and Park Districts, in that these funds were certified to local governments by the Department of Taxation in 2008 and have already been appropriated for expenditure for current calendar year 2009 any cuts to this funding at this point would be catastrophic.
4. The Board of Commissioners recognizes the devastation that will occur to the citizens of Belmont County and all other 87 counties citizens if the local government funding is further cut in the form of jobs, safety services with local police and fire departments, infrastructure and all other tax funded items.
5. The Board of Commissioners urges state officials, while recognizing the tremendous challenges before them, to make the continued support to its local governments the highest priority during its deliberation on state funding issues and continue to provide local government funding necessary for continued operations of local government.

Adopted June 24, 2009

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID AND ENTERING INTO
CONTRACT WITH CENTRAL PAINTING & SANDBLASTING, INC./
BCSSD KOLTAS AND LANSING TANK RECOATING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to award the bid and enter into contract with Central Painting & Sandblasting, Inc. of Navarre, Ohio in the amount of \$232,025.00 for the Belmont County Sanitary Sewer District's Koltas and Lansing Tank Recoating project to based upon the recommendation of Jeff Vaughn, Project Engineer and Mark Esposito, BCSSD Director.

AGREEMENT

This Agreement is dated as of the 24th day of June in the year 2009, by and between the **Belmont County Commission** hereinafter called Owner, and **Central Painting and Sandblasting, Inc.**, hereinafter called Contractor.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work as specified or indicated in the Contract Documents.

The project for which the work under the Contract Documents may be the whole or only a part as generally described as follows:

CONTRACT NO. 1

KOLTAS AND LANSING WATER STORAGE TANKS RECOATING

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions and the Notice to Proceed.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work, or designated part, is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner five hundred dollars (\$500.00) for each calendar day that expires after the time specified for Substantial Completion, in Paragraph 3.1 of this Agreement, until the Work, or designated part, is Substantially Complete.

ARTICLE 4 - CONTRACT PRICE

- 4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

Two hundred thirty two thousand, twenty five dollars

Written

\$232,025.00

Numeric

ARTICLE 5 - PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions.
 - 5.1.1 Prior to 50% Completion, progress payments will be in an amount equal to 92% of the work completed, and 100% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
 - 5.1.2 Upon 50% Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 96% of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 - INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.01 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 8.1 This Agreement, pages 00500-1 to 00500-6, inclusive.
- 8.2 Exhibits to this Agreement, pages - to -, inclusive.
- 8.3 Ohio Guaranty Bonds, identified as exhibit 00605.
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 General Conditions, pages 1 to 42, inclusive.
- 8.6 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.
- 8.7 Specifications bearing the title:

**Belmont County Commission
Belmont County Sanitary Sewer District
Koltas and Lansing Water Storage Tanks Recoating**

8.8 Drawings, consisting of sheets numbered 0 inclusive with each sheet bearing the following general title:

**Belmont County Commission
Belmont Country Sanitary Sewer District
Koltas and Lansing Water Storage Tanks Recoating**

- 8.9 Addenda Number 1, inclusive.
 - 8.10 Contractor's Bid, pages 00300-1 to 00300-5 inclusive.
 - 8.11 Documentation submitted by Contractor prior to Notice of Award, pages - to -, inclusive.
 - 8.12 Any modification, including Change Orders, duly delivered after execution of Agreement.
- There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 10 - OTHER PROVISIONS

IN WITNESS WHEREOF, the parties hereto have signed four copies of this Agreement. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on June 24, 2009.

OWNER: Belmont County Commission
 BY: Charles R. Probst, Jr. /s/
 BY: Ginney Favede /s/
 BY: Matt Coffland /s/
 (Corporate Seal)

CONTRACTOR: Central Painting and Sandblasting, Inc.
 BY: _____

 (Corporate Seal)

ATTEST: Jayne Long /s/
 Address for giving notices:
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

ATTEST: _____
 Address for giving notices:
Central Painting & Sandblasting, Inc.
8543 Riverland Ave. S.W.
Navarre, OH 44662
 Telephone No. 330-756-2043
 FAX No. 330-756-2043
 License No. _____
 Agent for service of process:

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

Upon roll call the vote was as follows:

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

RECONVENED: 10:00 a.m., JUNE 25, 2009
PRESENT: COMMISSIONER COFFLAND AND COMMISSIONER FAVEDE
ABSENT: COMMISSIONER PROBST

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:00 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:00 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of July, 2009.

 _____ COUNTY COMMISSIONERS

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

_____ PRESIDENT
 _____ CLERK