

St. Clairsville, Ohio

June 3, 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-Cardmember Services	Travel-C. Probst/General Fund	25.90
A-Cardmember Services	Travel-M. Coffland/General Fund	490.00
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Ohio AFSCME Care Plan	Dental/Drug Coverage/General Fund	736.00
C-John A. Vavra	Attorney Fees/Indigent Guardianship Fund	397.50
J-Thomas A. Schirack, A.S.A.	Contract Services/Real Estate Assessment Fund	19,845.00
K-Ohio-WV Excavating Co.	Proj. 09-4 Supply & Install Temp. Bridge/Engineer MVGT Fund	69,500.00
M-Bethesda Market	Luncheon/CCAP Fund-Juvenile Court	280.00
M-Ned Woolums	Contract/Placement Services-Juvenile Court	500.00
P-Appleman Electric	Services/SSD#2 Revenue Fund	19,628.20
P-HazMatIQ, LLC	HazMat Team Training/State Homeland Security Grant/EMA	4,950.00
S-Belmont Senior Services	May Supplemental Payment/In Home Care Levy-Comm On Aging Fund	75,000.00
S-Comcast	Internet/Northern Div. Court Computer Fund	82.11
S-Frank A. Fregiato	Reimb. mileage/Northern Ct. General Special Projects Fund	117.00
S-Michigan State University	HR Program/Northern Ct. General Special Projects Fund	60.00
S-William Gibson	Contract/Juvenile Ct.-General Special Projects Fund	52.50
T-Chase Bank	CDBG Funds	1,790.00
W-Reliable Office Supply	Supplies/Prosecutor's Victim Program Fund	144.79
Y-Health Plan, HMO	June Premium/Employer's Share Holding Account	166,912.62
Y-Health Plan, PPO	June Premium/ Employer's Share Holding Account	236,744.77

**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 3, 2009 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$1,088.54; \$8,601.84; \$5,631.82; \$1,216.05; \$463.18
A-GENERAL/ATTORNEY FEES	\$2,749.71
A-GENERAL/AUDITOR	\$252.92
A-GENERAL/EMA	\$601.29
A-GENERAL/SHERIFF	\$175.00; \$2,194.68; \$238.69; \$568.96
A-GENERAL/911	\$6,245.45
B-Dog and Kennel	\$2,068.18
B-Sheriff DUI Enforcement/Education	\$401.50
E-911	\$19,773.29
H-Job & Family, CSEA	\$3,522.58
H-Job & Family, Public Assistance	\$55,224.40; \$169.79; \$1,070.00
H-Job & Family, WIA	\$5,197.50
K-Engineer MVGT	\$42,053.81; \$493.80
M-Juvenile Ct. – Title IV-D Reimb.	\$595.98
M-Juvenile Ct. – Placement II	\$3,986.00
N-Jail Construction	\$980.00
P-Oakview Admn. Bldg.	\$212.62
P-Sanitary Sewer District	\$7,660.32
S-District Detention Home	\$5,123.14
S-Job & Family, Children Services	\$988.14; \$26,962.39; \$27,239.98
S-Oakview Juvenile Residential Center	\$4,925.44
S-Sheriff CCW	\$6,673.00
T-Sanitary Sewer District	\$279.51
U-Sheriff Reserve	\$100.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN THE**  
**BELMONT COUNTY GENERAL FUND/SHERIFF DEPT.**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within the Belmont County General Fund/Sheriff Dept.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0131-A006-A02.002 Salaries-Admin	E-0131-A006-A03.002 Salaries-Jail	\$ 29,000.00

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 ALTERNATIVE SCHOOL FUND/JUVENILE COURT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Alternative School Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>ALTERNATIVE SCHOOL</b>	<b>ALTERNATIVE SCHOOL</b>	
E-0400-M067-M03.004 Workers Comp	E-0400-M067-M04.005 Medicare	\$ 270.30

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 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.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS#2</b>	<b>WWS#2</b>	
E-3701-P003-P25.000 Purchased Water	E-3701-P003-P21.000 Materials	3,000.00
<b>WWS #3</b>	<b>WWS #3</b>	
E-3702-P005-P19.012 Equipment	E-3702-P005-P34.074 OE Trans Out	100,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P34.074 OE Trans Out	50,000.00
<b>SSD #2</b>	<b>SSD #2</b>	
E-3705-P053-P15.000 OE Oper	E-3705-P053-P12.000 Travel & Exp.	100.00
E-3705-P053-P08.013 Projects	E-3705-P053-P15.000 OE Oper	5,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE WAIVED HOSPITALIZATION CHARGEBACKS FOR THE MONTHS OF MARCH, APRIL AND MAY 2009**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of March, April and May 2009.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y03.500	562.50
E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y03.500	0.00
E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y03.500	1,625.00
E-3701-P003-P31.000 WATER & SEWER WWS#2	R-9891-Y091-Y03.500	112.05
E-3702-P005-P31.000 WATER & SEWER WWS#3	R-9891-Y091-Y03.500	224.31
E-3704-P051-P15.000 WATER & SEWER SSD#1	R-9891-Y091-Y03.500	114.61
E-3705-P053-P15.000 WATER & SEWER SSD #2	R-9891-Y091-Y03.500	84.53
E-3706-P055-P15.000 WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	19.65
E-3707-P056-P15.000 WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	7.35
E-8010-S030-S68.006 OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	562.50
E-0910-S033-S47.006 DISTRICT DETENTION	R-9891-Y091-Y03.500	375.00
E-0400-M060-M29.008 JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	187.50
E-0400-M067-M05.008 JUVENILE (Alternative School)	R-9890-Y091-Y03.500	187.50
E-0400-M078-M02.008 JUVENILE (Title IV-E Reimb)	R-9890-Y091-Y03.500	0.00
E-4110-T075-T52.008 WIC FRINGES	R-9891-Y091-Y03.500	375.00
E-2510-H000-H16.006 PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	4,750.00
E-2760-H010-H12.006 PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,000.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y03.500	750.00
E-2812-K000-K20.006 MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	375.00
E-2410-S066-S80.000 DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,062.50
E-1520-S077-S04.006 CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000 SOIL AND WATER	R-9891-Y091-Y03.500	0.00
E-1210-S078-S14.006 RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1511-W080-P07.006 VICTIM ASSISTANCE	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006 CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	187.50
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y03.500	<u>187.50</u>
	<b>TOTAL</b>	<b>13,750.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/ VARIOUS SANITARY SEWER DISTRICT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between funds for various Sanitary Sewer District Funds.

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/  
STATE HOMELAND SECURITY/EMA AND THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between funds from the State Homeland Security/EMA Fund and the General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1723-P093-P12.000 Other Expenses DOJ 08	R-0040-A000-A47.574 Transfers In	\$ 1,549.97

*Note: This is to reimburse funds used from the Homeland Security Grant to EMA's Other Expenses for money remitted to Staples Credit Plan. (See PO #156265)*

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 Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated June 3, 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:

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

**AUDITOR** – Andrew Sutak to travel to Chicago, IL, on June 10-11, 2009, for a meeting with Moody's Investors Service & Fifth Third Securities, Inc., to apply for Moody Rating. Estimated expenses are \$100.00. A county car will not be used.

**COMMISSIONERS** – Fiscal Manager Cindi Henry, H.R. Director Mike Kinter, and (BCDJFS) H.R. Director Lori O'Grady to travel to Cambridge, OH, on June 10, 2009, to attend the CCAO Worker's Compensation Group Rating Plan Annual Meeting. Estimated expenses are \$25.00. A county car will be used.

**BCDJFS** – Jamie Coen-Pickens to travel to Columbus, OH, on June 1-2, 2009, for a meeting at Children's Hospital. Est. expenses: \$200.90. Dwayne Pielech to travel to Columbus, OH, on June 4, 2009, for a Statewide Human Services Rally. Estimated expenses: \$40.00.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM-DISCUSSION HELD RE: NEFFS SEWER PROJECT-** Mr. Jagucki asked if the Board had heard anything from Washington, DC regarding the Neffs sewerage problem. The board replied they have no new information to date. Mr. Jagucki invited the Commissioners to visit Neffs to view some problem areas. Commissioner Favede noted the process is slow, but it is ongoing. The board again explained the appropriation process and the steps taken to secure monies for this project. The Board assured Mr. Jagucki they are pursuing funding through all available sources including grants. Commissioner Probst said they should hear something regarding the federal appropriation requests by September or October 2009.

**DISCUSSION HELD RE: OLD JAIL/SHERIFF'S RESIDENCE:** Richard Hord followed up on plans for the former jail and Sheriff's residence asking if there were definite plans for renovations and if the match monies were still available. Commissioner Favede advised it is clear that Belmont County is financially not where it was perceived to be last September. She further stated it is also clear to this Board of Commissioners that it would create great concern for the county to be having cutbacks and to proceed with a something such as a renovation of that building. "With that being said and knowing the county would not want to lose the possibility of \$667,000.00 in grant monies, we are looking at creative possibilities of still seeing that happening without it coming out of the General Fund," explained Mrs. Favede. She then advised that she had asked the Belmont County Tourism Board if they would consider donating the matching funds. That way it does not come out of the General Fund. She said as a result of that investment, it would benefit tourism as a whole in Belmont County. Since the grant application specifically stated this grant would be used for tourism, no other tenants are being considered for this building at this time.

**IN THE MATTER OF ENTERING INTO CONTRACT  
WITH LASH PAVING, INC./ENGINEER PROJECT 09-2**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a contract on behalf of Belmont County Engineer with Lash Paving, Inc., in the amount of \$99,450.00 for Project 09-2 to furnish and apply liquid asphalt for dust control on various county highways.

**CONTRACT WITH THE BELMONT COUNTY COMMISSIONERS**

**AUDITOR'S OFFICE, BELMONT COUNTY, OHIO**

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of May, 2009 between the **LASH PAVING, INC.**, P.O. Box 296, Colerain, Ohio 43916; and Charles Probst, Jr., Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that the said **LASH PAVING, INC.** hereby agrees to furnish 29,000 gallons of MC-70 and 6,000 gallons of MC-3000 (Liquid Asphalt) for dust control, furnished and applied on roadway, at the rate of 0.25 gallons per square yard or as directed by the County Engineer. The above 35,000 gallons are to be furnished and applied for 40 consecutive work days, weather permitting, after five days notification by the Belmont County Engineer.

The completion date for this project shall be July 3, 2009.

All work, materials and equipment shall meet the State of Ohio, Department of Transportation Construction and Material Specifications latest edition.

QUANTITY	DESCRIPTION	UNIT BID PRICE	TOTAL BID AMOUNT
29,000 GALLONS	MC-70	\$2.85	\$82,650.00
6,000 GALLONS	MC-3000	\$2.80	\$16,800.00
			\$99,450.00

And it is further understood and agreed by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **LASH PAVING, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

**BELMONT COUNTY COMMISSIONERS**

**LASH PAVING, INC.**

Matt Coffland /s/  
Charles R. Probst, Jr. /s/  
Ginny Favede /s/

BY: David P. Lash, Jr. /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS  
FOR ENGINEER PROJECT 09-6, BEL-56-33.03  
BRIDGE REPLACEMENT PROJECT IN MAYNARD  
OVER WHEELING CREEK**

Motion made by Mrs. Favede, seconded by Mr. Probst to advertise for bids for the Belmont County Engineer's Project 09-6 BEL-56-33.03 Bridge Replacement Project for a new bridge located in Maynard over Wheeling Creek, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

*Note: Funding source: OPWC and local funds*

**NOTICE TO BIDDERS  
BELMONT COUNTY COMMISSIONERS' OFFICE  
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:30 A.M.** (Local Time) **Wednesday, June 24, 2009** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **PROJECT 09-6, BEL-56-33.03, BRIDGE REPLACEMENT PROJECT**, then at said office publicly opened and read aloud.

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

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by December 12, 2009.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

**DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.001 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.001 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.**

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. "The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion,"

By order of the Board of Commissioners

of Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk

Times Leader Advertisement: Two (2) Tuesdays: **June 9, 2009 and June 16, 2009**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING AGREEMENT  
BETWEEN JEFFERSON CO. AND BELMONT CO.  
TO UNDERTAKE CDBG NEIGHBORHOOD STABILIZATION PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into agreement between Jefferson County and Belmont County in the amount of \$293,248.00 to undertake the Community Development Block Grant ("CDBG") Neighborhood Stabilization Program (NSP) as approved by the Ohio Department of Development; NSP activities are anticipated to be as follows:

Target Area-City of Martins Ferry (North End)

1. Acquisition/Demolition		
New Construction w/HFH (Habitat for Humanity)	2 units	\$140,398.00
2. Demolition	11 units	\$135,000.00
Total Project Cost		\$275,398.00
Administration Costs		<u>17,850.00</u>
Total NSP Funds		\$293,248.00

**NEIGHBORHOOD STABILIZATION PROGRAM GRANT  
SUBRECIPIENT AGREEMENT BETWEEN  
JEFFERSON COUNTY  
AND  
BELMONT COUNTY**

CFDA No. 14.218

THIS AGREEMENT is entered into effective the 1<sup>st</sup> day of April, 2009 by and between Jefferson County (herein called the "Grantee") and Belmont County (herein called "Subrecipient") to undertake the Community Development Block Grant ("CDBG") Neighborhood Stabilization Program ("NSP") as approved by the State of Ohio, Department of Development ("Development").

WHEREAS, Grantee, in conjunction with the Subrecipient, has applied for and has been awarded funds from Development under the Housing and Economic Recovery Act of 2008 through the NSP; and

WHEREAS, Grantee and Subrecipient wish to set forth the responsibilities and obligations of each in undertaking the NSP and in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF PROJECT.

A. Activities.

Subrecipient shall undertake and complete the activities as set forth in Attachment A to this Agreement, which provides a description of each activity including the products to be provided and or services to be performed, and identifies the person or entity providing the services, the location of the activities, the recipients of the service, and the manner and means of the services.

B. National Objectives.

All activities funded with NSP funds must meet the CDBG NSP's income eligibility requirement of benefit to low- and moderate- and middle- income persons).

Subrecipient certifies that the activity(ies) carried out under this Agreement will meet the CDBG NSP income eligibility requirements as follows: All applicants receiving assistance with NSP Funds will be at or below 120% AMI.

II. SCOPE OF SERVICES.

A. General Administration.

Subrecipient will be responsible for the general administration of the NSP for Program Year 2008 activities set forth herein in a manner satisfactory to Grantee and consistent with the standards set forth in the Grant Agreement between Grantee and Development. Such program will include the following activities eligible under the CDBG NSP:

1. Project Monitoring  
Subrecipient shall furnish to the Grantee project information necessary for the Grantee to prepare project set-up forms, request for funds, and status reports as required by the Ohio Department of Development. Subrecipient shall also prepare the Environmental Review documents for their respective NSP projects in order for the Grantee to compile the ERR for Region 4.
2. Project Fiscal Management  
Subrecipient shall furnish to the Grantee project cost information in accordance with Attachment B and Attachment C of this agreement. Attachment B will identify the Hard and Soft Costs incurred for completing each project. Attachment C will identify the administration costs incurred in carrying out the NSP grant for the Subrecipient. The approved NSP budget for the Subrecipient shall not be amended without the approval of the Grantee.
3. Submission of Invoice(s) and Payment(s) of Contractor(s)  
When requesting payment of invoice(s) for Contract services rendered for any NSP project, the Subrecipient shall furnish the following information: Address of the project site; amount of funds being requested; project activity name; Contractor name, address, and Federal ID No.  
When requesting payment for Subrecipient Soft Costs incurred, the Subrecipient shall provide the project address, activity name, amount of funds requested, the employee name, job title, and hourly rate, number of hours work if paid on an hourly rate basis; or a per unit dollar rate based on the approved soft cost per unit rate.  
When requesting payment for Administration Costs incurred, the Subrecipient shall provide the employee name, job title an hourly rate, number of hours worked, and Federal ID No. Subrecipient shall provide the following information on each Administration invoice: Administration Budget Amount; Total Invoiced to Date; and Balance.
4. Project Reporting  
Subrecipient will assist the Grantee in preparation of quarterly reports. Subrecipient will compile the needed information pertinent to the Jefferson County's NSP Program and forward to the Grantee in a timely fashion.

B. Levels of Accomplishment – Goals and Performance Measures.

Subrecipient shall be responsible to accomplish the levels of performance as set forth in Attachment A and report such measures as units rehabbed, units demolished, and persons or households assisted. Subrecipient shall also include time frames for performance to the Grantee as requested.

C. Staffing.

Subrecipient shall ensure adequate and appropriate staffing as identified in Attachment A are allocated to each NSP activity. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor. "Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of Grantee."

D. Performance Monitoring.

Grantee will monitor the performance of each Subrecipient against goals and performance standards as stated above. Subrecipient shall provide Grantee all necessary reporting information as required by Development in the administration and review of the Project(s). Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by Grantee, contract suspension or termination procedures will be initiated.

III. TIME OF PERFORMANCE

Activities of the Subrecipient shall start on the 1st day of April, 2009 and end on the 31st day of March of 2009 ("Project Period").

Subrecipient is expected to meet the following thresholds:

1. 25% of the NSP Funds committed by September 10, 2009.
2. 75% of the NSP Funds committed by March 10, 2010.
3. 90% of the NSP Funds committed by May 10, 2010.
4. 100% of the NSP Funds committed to project by June 30, 2010.

Should the Subrecipient not meet one or more threshold milestones, Jefferson County will evaluate the status and may elect to recapture or reallocate funding. Given the immediate response nature of the CDBG NSP, all Projects are expected to be completed within the Project Period. Any Projects not completed as described may be subject to immediate recapture or reallocation.

IV. BUDGET

Neighborhood Stabilization Program Funds ("NSP Funds") shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the any reports required by Development, evidencing the costs incurred. Any and all interest earned on the NSP Funds shall be remitted to Grantee to remit, in turn to Development. If the NSP Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the NSP Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantee to refund, in turn, Development within thirty (30) days after the expiration or termination of this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

Project costs shall be paid in accordance with the budget allocations outlined in Attachment A. All costs incurred must be fully documented. In addition, Grantee may require additional detail budget breakdown. Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Grantee. Any amendments to the budget must be approved in writing by both Grantee and Subrecipient and be in accordance with Grantee's Agreement with Development.

V. PAYMENT

Grantee shall provide NSP Funds in an amount not to exceed Two Hundred Ninety-three Thousand Two Hundred Forty-eight Dollars \$293,248.00 for the sole and express purpose of undertaking the Projects specified in Attachment A. It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the NSP Funds. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Section IV and Attachment A and in accordance

with performance. Expenses for general administration shall also be paid against the line item budgets specified in Section IV and Attachment A and in accordance with performance.

Payments may be contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21 or 85.21. Payment to Subrecipient of the NSP Funds shall be made upon the timely submission to Grantee of a "Request for Payment and Status of Funds Report." Grantee reserves the right to suspend payments should the Subrecipient fail to provide required reports in a timely and adequate fashion or if Subrecipient fails to meet other terms and conditions of this Agreement. NSP Funds shall be deposited and maintained in a separate fund account upon the books and records of the Subrecipient (the "Account"). Subrecipient shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantee may withhold payment allocation requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

VI. NOTICES

Notices required by this Agreement shall be made in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (provided that receipt is confirmed). Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Thomas E. Graham, President Jefferson County Commissioners 301 Market Street Steubenville, Ohio 43952 740-283-8500 <a href="mailto:commissioners@jeffersoncountyoh.com">commissioners@jeffersoncountyoh.com</a>	Charles R. Probst, Jr., President Belmont County Commissioners 101 West Main Street St. Clairsville, Ohio 43950 740-699-2155 <a href="mailto:cprobst@belcc.com">cprobst@belcc.com</a>

VII. REPORTING AND COMPLIANCE

A. Reporting Requirements

Subrecipient shall submit to Grantee the reports as required by the CDBG NSP and Development. All records of Subrecipient pertinent to the activities undertaken as part of this Agreement shall be maintained in accordance with 24 CFR 570.490 or 570.506 and the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

B. Records, Access and Maintenance

Subrecipient shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by Grantee, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantee with respect to any questioned costs, audit disallowance's, litigation or dispute between Development and Grantee shall be maintained for the time needed for the resolution of any such issue and that in the event of early termination of this Agreement, or if for any other reason Grantee shall require a review of the records related to the Project(s), Subrecipient shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

C. Inspections

At any time during normal business hours upon three (3) days prior written notice and as often as Grantee may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Subrecipients shall make available to Grantee, for examination, and to Development, and appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantee to audit, examine and make excerpts or transcripts from such records.

D. Audits

NSP Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Subrecipient must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. An audited Grantee and or Subrecipient shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period.

E. Use of Federal Grant Funds

Subrecipient acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Development for the purposes of performing the work and activities as listed in Attachment A. Subrecipient shall fully reimburse Grantee for any cost of the Subrecipient which is disallowed by any federal agency and which must be refunded thereto by Grantee and Development.

VIII. SPECIAL CONDITIONS

Subrecipient shall submit their final draw on or before April 15, 2013.

Subrecipient shall submit documentation for the final performance report including completed Exhibit B for each project and a completed Exhibit C on or before May 15, 2013.

IX. GENERAL CONDITIONS

A. General Compliance

Subrecipient agrees to comply with the requirements of Housing and Economic recovery Act of 2008 and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning CDBG including subpart K of these regulations, except that Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

B. Adherence to State and Federal Laws, Regulations

(1) General Subrecipient accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by the Grantee in the performance of the work and activities authorized by this Agreement. Subrecipient accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

(2) Ethics In accordance with Executive Order 2007-01S, Subrecipient, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Subrecipient understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

C. Outstanding Liabilities

Subrecipient represents and warrants that it does not owe: (1) any delinquent taxes to the Grantee, the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any

environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

D. Falsification of Information

Subrecipient represents and warrants that it has made no false statements to the Grantee in the process of obtaining this award of the NSP Funds.

F. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization

If applicable, the Subrecipient must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>

G. Equal Employment Opportunity

Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

H. Prevailing Wage Rates and Labor Standards

In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

I. Procurement

(1) Compliance Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

(2) OMB Standards Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48 or 24 CFR 85.36.

(3) Travel Subrecipient shall obtain written approval from Grantee for any travel outside the metropolitan area for which NSP Funds are provided under this Agreement. All travel costs reimbursed with NSP Funds shall be at the rates allowed under Subrecipient's HUD-approved travel rules.

(4) Use and Reversion of Assets The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 or 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

(5) Subcontracts Subrecipient will include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations

(6) Conflict of Interest No personnel of Subrecipient, any subcontractor of Subrecipient, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantee in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantee determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

J. Environmental Requirements

Subrecipient agrees to comply with all applicable environmental requirements insofar as they apply to the performance of this Agreement, including but not limited to the Clean Air Act, the Federal Water Pollution Control Act and the Flood Disaster Protection Act. Subrecipient also shall comply with the Historic Preservation requirements of National Historic Preservation Act of 1966 and HUD Lead-Based Paint Regulation at CFR 570.608 and 24 CFR Part 35, Subpart B.

K. Relocation

Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

L. Liability

Subrecipient shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, or damage to property (including property of Grantee) caused by the negligent acts or omissions, or negligent conduct of Subrecipient, its employees, agents or subcontractors, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

M. Source and Availability of NSP Funds

Subrecipient acknowledges that the source of the NSP Funds is a federal pass-through grant to Development and a Grant Agreement between the Grantee and Development. Grantee shall have no obligation to advance or pay Subrecipient with any funds other than the NSP Funds Grantee receives from Development.

N. Insurance & Bonding

Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from Grantee.

Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31, 84.48, and 85.36, as applicable, Bonding and Insurance.

O. Grantee Recognition

Subrecipient shall insure recognition of the role of Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

P. Termination Procedure

(1) Termination Grantee may immediately terminate this Agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- (a) **Failure of Subrecipient to fulfill in a timely and proper manner any of its obligations under this Agreement.**
- (b) **Failure of Subrecipient to submit reports that are complete and accurate.**
- (c) **Failure of Subrecipient to use the NSP Funds for the stated purposes in this Agreement.**
- (d) **Termination of the NSP funding by Development.**

(2) Effects of Termination Within sixty (60) days after termination of this Agreement, Subrecipient shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantee, unless otherwise directed by Grantee. After receiving written notice of termination, Subrecipient shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Subrecipient shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

(3) Forebearance Not a Waiver No act of forbearance or failure to insist on the prompt performance by Subrecipient of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantee of any of its rights hereunder

X. MISCELLANEOUS

A. Governing Law

This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

B. Forum and Venue

All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Jefferson County or Franklin County, Ohio., and the parties agree that venue in such courts is appropriate.

B. Entire Agreement

This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

D. Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

E. Amendments or Modifications

Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

F. Pronouns

The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

G. Headings

Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

H. Assignment

Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Subrecipient without the prior express written consent of the Grantee.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the last day and year set forth below.

SUBRECIPIENT:  
 BELMONT COUNTY  
 By: Charles R. Probst, Jr. /s/  
 Name: Charles R. Probst, Jr.  
 Title: President  
 Date: 6/3/09

GRANTEE:  
 JEFFERSON COUNTY  
 By: \_\_\_\_\_  
 Name: Thomas E. Graham  
 Title: President  
 Date: \_\_\_\_\_

APPROVED AS TO FORM:  
David K. Liberati /s/ Assistant Prosecutor  
 PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING CLOSING DOCUMENTS**  
**RELATIVE TO THE ISSUANCE OF \$2,100,000 VARIOUS PURPOSE**  
**BOND ANTICIPATION NOTES, FIFTH SERIES, THIRD (2009) RENEWAL**

Motion made by Mrs. Favede, seconded by Mr. Probst authorizing the signing of the closing documents relative to the issuance of \$2,100,000 Various Purpose Bond Anticipation Notes, Fifth Series, Third (2009) Renewal of the County of Belmont, Ohio dated June 9, 2009, maturing June 8, 2010.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING A SUBSIDY GRANT  
AGREEMENT WITH OHIO DEPARTMENT OF REHAB AND  
CORRECTION FOR COMMUNITY-BASED CORRECTIONS  
PROGRAMS ON BEHALF OF COMMON PLEAS COURT**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a Subsidy Grant Agreement with the Ohio Department of Rehabilitation and Correction for the Community-Based Corrections Programs, on behalf of the Belmont County Common Pleas Court, in the amount of \$94,280.00 for Fiscal Year 2010 (July 1, 2009 to June 30, 2010).

*Note: This grant funds the Adult Probation Division under the supervision of Ed Gorence.*

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION  
SUBSIDY GRANT AGREEMENT FOR  
COMMUNITY-BASED CORRECTIONS PROGRAMS  
408 NON-RESIDENTIAL FELONY**

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Correction Act Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

**Ohio Ethics: All Contractors who are actively doing business with the state of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relative Division of O.R.C. Sections 102.01 to 102.09, and Governor Strickland's Executive Order 2007-01S for Ethics.**

**In accordance with Executive Order 2007-01S, Contractors, by signature on this document, certifies: (1) it has reviewed and understands Executive order 2007-01S, (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other Contracts with the state of Ohio up to and including debarment.**

**Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.**

**Executive Order 2007-01S is available for review at: WWW.GOVERNOR.OHIO.GOV**

NOW THEREFORE this Grant Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of the (county) **Belmont Ohio**, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

**A Terms and Conditions:**

- 1) The Grantor awards to the Grantee the sum of **Ninety-Four Thousand, Two Hundred Eighty** dollars, to be paid in four equal installments of **\$23,570** for the period beginning with the effective date of this agreement and ending **June 30, 2010** subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond June 30, 2010. Total expenditures for Fiscal Year 2010 (July 1, 2009 to June 30, 2010) will not in any case exceed **\$94,280**.
- 2) The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (408) budget amount for Fiscal Year 2010 the parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year 2010 budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.
- 3) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.
- 4) The Grantee agrees to affect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.
- 5) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the **CHIEF OF THE** Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution. The fiscal agent designated to act on behalf of the Grantee is \_\_\_\_\_. The program's tax identification number is \_\_\_\_\_.
- 6) Quarterly payments will be made by the Grantor **BY WAY OF ELECTRONIC FUND TRANSFER TO THE DESIGNATED PUBLIC ENTITY**. This process will continue until the total grant award has been expended
- 7) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual." These guidelines are incorporated herein by reference.
- 8) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.
- 9) This agreement may not be assigned or transferred by either party.
- 10) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).
- 11) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.
- 12) The program will make a reasonable effort to augment the funding received by the state.

(1) The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

No municipal corporation, county, or group of contiguous counties receiving a subsidy under division (A) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multi-county municipal, county, or multi-county-municipal jail or workhouse and for any county or municipal probation department or for any community correction program. Each subsidy shall be used to make corrections expenditures in excess of those corrections expenditures being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the Department of Rehabilitation and Correction shall discontinue subsidy payments to the recipient.

- a. This agreement supersedes any prior Grant Agreement for Community Correction Act Programs executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.

**B) Program Evaluation:**

1. The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.
2. The Grantee shall prepare and submit to the Grantor a report comprised of the statistical data pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.
- 3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter.
- 4) To determine if the local community-based correctional program is achieving its stated goal and objectives, the Grantee agrees to submit intake and **TERMINATION DATA** for each offender placed into its program to the Grantor. The frequency of submitting these forms will be determined by the Grantor and the Grantee shall make available all necessary records for validation and audit.

- 5) It is agreed that the Grantee shall be provided with the results of the Grantor’s review of the intake and **TERMINATION DATA** at time intervals determined by the Grantor.
- 6) Failure to comply with Items (B) (1) through (6) (5) of this Grant Agreement may result in delaying subsidy payments to the Grantee.

**C) Compliance:**

- 1. The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
- 2. All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
- 3. All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties’ involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.
- 4. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Department of Rehabilitation and Correction if:
- 5. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.
- 6. There is a financial or audit disclosure involving misuse of state funds.
- 7. The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.
- 8. The Grantee warrants that it is not subject to an “unresolved” finding for recovery under O.R.C 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

**D) Program Continuation:**

- 1. The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.
- 2. This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification at any time upon the mutual written notification to the Grantee by the Grantor.
- 3. If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.
- 4. All existing Grant Agreements are now rendered null and void and are superseded as of the executing of this Grant Agreement.

**FOR THE GRANTOR:**

_____	Date
Alicia Handwerk, Chief Bureau of Community Sanctions	
_____	Date
Linda S. Janes, Deputy Director Division of Parole & Community Services	
_____	Date
James Guy, Legal Counsel Department of Rehabilitation & Correction	
_____	Date
Terry J. Collins, Director Department of Rehabilitation & Correction	

**FOR THE GRANTEE:**

It is hereby certified that the Board of County Commissioners has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the Board.

<u>Matt Coffland /s/</u>	<u>6/3/09</u>
County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>6/3/09</u>
County Commissioner	Date

_____	Date
Mayor or City Manger	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SIGNING AND SUBMITTAL OF THE APPLICATION FOR GROUP INSURANCE TO FORT DEARBORN LIFE INSURANCE COMPANY**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the Application for Group Insurance to Fort Dearborn Life Insurance Company, Group #MG12853 effective June 1, 2009 at the rate of \$ .19 per \$1000; this new application will re-write the account to include FMLA (Family Medical Leave).

*Note: Premiums are being reduced from \$.24/\$1000 to \$.19/\$1000*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ANNUAL SERVICE CONTRACT RENEWAL WITH tmms (TAMASOVICH MAILING MACHINE SERVICE)**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the annual service contract renewal No. 1018 with *tmms* (Tamasovich Mailing Machine Service) in the amount of \$1,320.00 for the courthouse mail postage machine, effective 7/1/09 through 7/1/10.

*Note: Contract was \$1200.00 for the previous 2 years-increase of \$120.00 this year.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY INCREASE  
FOR MICHAEL STEWART AND TRAVIS VENSEL/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve a fifty-cent (\$.50) per hour pay increase, effective May 13, 2009, for two (2) employees of the Belmont County Sanitary Sewer District who have passed Ohio EPA testing for licensing and based upon the recommendation of Mark Esposito, Director as follows:

Michael Stewart-Class I Water Supply Operator License  
Travis Vensel-Class II Water Distribution System Operator License  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION  
HONORING ROCK HILL PRESBYTERIAN CHURCH  
ON ITS 200<sup>th</sup> ANNIVERSARY**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the Resolution honoring Rock Hill Presbyterian Church in Bellaire, Ohio on its 200<sup>th</sup> Anniversary.

**RESOLUTION  
HONORING  
ROCK HILL PRESBYTERIAN CHURCH  
ON ITS 200<sup>TH</sup> ANNIVERSARY**

**WHEREAS**, Rock Hill Presbyterian Church, 56224 High Ridge Road, Bellaire, Ohio, will be celebrating the 200<sup>th</sup> Anniversary of its congregation on June 27-28, 2009; and

**WHEREAS**, Rock Hill Presbyterian Church is one of the oldest continuous congregations in Belmont County; and

**WHEREAS**, Rock Hill Presbyterian Church, after being nominated by the Ohio Historical Society's Preservation Office, has been placed on the National Register of Historical Places; and

**WHEREAS**, the Board of Belmont County Commissioners, note the significance and dedication of the faithful generations who make up the church family; and

**WHEREAS**, the Board of Belmont County Commissioners is pleased to mark this historical event which celebrates the dedication of present and past congregation members.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Belmont County Commissioners do hereby honor Rock Hill Presbyterian Church on the occasion of its 200th Anniversary. The Board of Commissioners, on behalf of the citizens of Belmont County, honor and pay tribute to the congregation for their dedication and service to their church and community.

Adopted this 3<sup>rd</sup> day of June, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ESTABLISHING A TAP-IN FEE  
AND WATER RATES FOR RESIDENTS CONNECTING TO THE  
MT. VICTORY WATERLINE PROJECT/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Probst to establish an \$800.00 tap-in fee and water rates for the residents connecting to the Mount Victory Waterline Project as recommended by Mark Esposito, Director, Belmont County Sanitary Sewer District.

The water rates will be as follows:

First	3,000 Gallons per month	\$6.916 per/1,000 gallons
Next	7,000 Gallons per month	\$4.25 per/1,000 gallons
Next	20,000 Gallons per month	\$3.25 per/1,000 gallons
All over	30,000 Gallons per month	\$2.75 per/1,000 gallons

Minimum Charges are as follows:

¾" Meter	\$20.75 per month for	3,000 gallons
1" Meter	\$32.82 per month for	5,840 gallons
2" Meter	\$43.02 per month for	8,240 gallons
4" Meter	\$53.49 per month for	10,920 gallons
6" Meter	\$57.20 per month for	12,060 gallons

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING FOR BCSSD  
KOLTAS AND LANSING WATER TANK RECOATING PROJECT**

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 Sanitary Sewer District's Koltas and Lansing Tank Recoating Project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
<b>Central Painting &amp; Sandblasting, Inc.</b>		
Navarre, OH	X	\$ 231,995.00
<b>Utility Service Co., Inc.</b>		
Chauncey, OH 45719	X	\$ 242,750.00
<b>OH-MAN Enterprises</b>		
Toledo, OH	X	\$ 231,252.65
<b>Almega Company, Inc.</b>		
Pittsburgh, PA	X	\$ 332,950.00

Present for the bid opening were: Mark Esposito, Director of BCSSD; Kelley Porter, Project Manager of BCSSD; Project Engineer Jeff Vaughn, and Al Molnar of The Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Coffland to turn over all bids received for the Belmont County Sanitary Sewer District's Koltas and Lansing Tank Recoating project to Mark Esposito, Director, for review and recommendation.

Upon roll call the vote was as follows:

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

**BREAK UNTIL 11:15 AGENDA ITEM**

**11:15 Dan Duche, Senior Mining Engineer, Oxford Mining Company, LLC  
Re: Public Hearing-Public Road Consent**

**IN THE MATTER OF CONSENT TO  
MINE WITHIN 100 FEET OF A PUBLIC ROAD**

Motion made by Mrs. Favede, seconded by Mr. Probst to accept the request from Oxford Mining Company, LLC. to mine within 100 feet of County Road 100, (McMillan Road, located in Section 35, Township 7N, Range 5W, Goshen Township, Belmont County in accordance with O.R.C. Section 1513.073 and 4153.11 and Rule 1501.13-3-04 of the Ohio Administrative Code.

**OHIO DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF MINES & RECLAMATION**

Applicant's Name **Oxford Mining Company L.L.C.**  
Application/Permit Number **Speidel**

This form, pursuant to Ohio Revised Code Sections 1513.073 and 4153.11 and rule 1501:13-3-04 of the Ohio Administrative Code, is to be completed if the applicant proposes to mine through or within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road and the applicant does not have valid existing rights. Where the proposed mining operation is to be conducted within one hundred (100) feet, measured horizontally, of the outside right-of-way line of any public road, and the applicant does not have valid existing rights, then the applicant must obtain the necessary approval of the governmental authority with jurisdiction over the public road by completing this form and having it signed by the governmental authority.

A map showing the road or the portion thereof to which this consent to mine applies is attached and a description follows:  
***Belmont County Road 100 (McMillan Road) – Located in Section 35, Township 7N, Range 5W, Goshen Township, Belmont County, Ohio. Beginning at a point located 100 ft. northeasterly of the intersection of Co. Rd. 100 and Twp. Rd. 187, thence southwesterly with Co. Rd. 100, a distance of 1533 ft. to the ending point.***

The applicant proposes to conduct the following activities as part of the mining operation subject to the granting of this road permit.

- Spoil deposit
- topsoil storage
- equipment storage
- pond construction
- excavation or location of **100** foot highwall
- other (describe) Haul Road, Culvert and Diversion Construction, Auger/Highwall Mining and Coal Stockpiling.

Describe the measures to be used to ensure that the interests of the public and landowners are protected.

**Earthen barricades, berms and/or fences will be employed, as necessary, to prohibit unauthorized entry and provide a safety buffer to the public. Signs will be posted at the mine limits to inform the public of safety awareness. Bonds will be posted on the permit area to ensure reclamation of the mine site.**

**TO BE COMPLETED BY THE APPLICABLE ROAD AUTHORITY**

(within 30 days of completion of the public hearing):

The applicant has made public notice, at least two weeks prior to this hearing, a copy of which is attached, of his intent to obtain a road permit. An opportunity for interested parties to present testimony was provided at a hearing held on \_\_\_\_\_ and based on testimony presented and on a review of this application, the public road authority finds that the interests of the public and affected landowners will be protected. Therefore, this road permit is granted effective \_\_\_\_\_, and shall remain in effect until coal mining and reclamation operations are completed under the coal mining permit issued pursuant to this permit.

The applicant or permit transferee is hereby granted a road permit to conduct the above described activities in the following manner:

1.  Within one hundred (100) feet of the outside right-of-way line but no closer than 0 feet of the traveled portion of public road # **100 (McMillan Road)**;

Signed: <u>Matt Coffland /s/</u>	Date <u>6/03/09</u>
Title: <u>Belmont County Commissioner</u>	
Signed <u>Charles R. Probst, Jr. /s/</u>	Date <u>6/03/09</u>
Title: <u>Belmont County Commissioner</u>	
Signed <u>Ginny Favede /s/</u>	Date <u>6/03/09</u>
Title: <u>Belmont County Commissioner</u>	

Upon roll call the vote was as follows:

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

**11:30 Joseph A. Pappano, County Auditor**

Mr. Pappano asked to address the board concerning problems with the Sheriff's Department budget and the lack of monies available to meet the next payroll. He offered a temporary solution by suggesting the Sheriff request the board to transfer \$29,000.00 that remains in the administrative account for Chief Deputy Hummel's salary, who is no longer an employee of the Sheriff's Department. Mr. Pappano expressed great concerns over the amount of employees on the Sheriff's payroll and 467 hours of overtime that has been turned in, with 124 hours overtime in the jail. Commissioner Coffland tried to explain that the board has tried numerous times, to no avail, to get the Sheriff to cut spending. Mr. Pappano requested a meeting in the near future with the board and the Sheriff to work on the financial problems facing that department. Mr. Pappano also called for action to be taken to remove the Sheriff from office. He advised the board that the Governor would need to be contacted and his approval is necessary to start this process. Mr. Pappano stated no one is able to get through to the Sheriff and he does not feel the Sheriff understands what is going on in his department. Mr. Pappano ended his time by stating he is trying to straighten out the county before he leaves office.

**BREAK 11:47 A.M.**

**DISCUSSION HELD:** Commissioner Probst made the following comments in the presence of News 9 Reporter James Jackson and Newspaper Reporter Mike Schuler, of The Times Leader, regarding the Belmont County Sheriff's Office:

Commissioner Probst explained that the County Auditor certified \$17,085,000.00 to run the county on, and he has advised there is no more money for the rest of the year. In previous years the county has spent more than what has been certified and appropriated. This year there will be no more additional monies available due to declining sales tax revenue. Mr. Probst continued, with that being said and with the board being told there is no more money, tough decisions had to be made and many department budgets were cut 20-25% and the Sheriff was cut 30-35%. He further stated it is very unfair to the deputies that work for the Sheriff on what is happening. The board has asked the Sheriff to cut spending as there is only so much money to go around. Mr. Probst further noted that the board has spoken with other Sheriff's offices from other counties, contacted attorneys and CCAO (County Commissioners Association of Ohio) in trying to work through this process and are finding out our Sheriff's Department can be run much more efficiently. "I cannot make this any more clear. This Sheriff, because of his actions, or more importantly his inactions, to step up to the plate as an elected official by the taxpayers of this county, that he should operate his Sheriff's Department with the utmost respect to the citizens and his staff to stay within his budget," stated Mr. Probst. He also stated the Board

of Commissioners feels they have met their statutory obligations in funding the courts, courthouse security and the Sheriff's Department. Because of the monies that were certified to the board, that is the money that is available to operate with. The Sheriff's budget was cut significantly, but had he done some things in the past, we would not be faced with this today. Repeatedly the Sheriff has been asked to come to the Board of Commissioners with his plan of action to reduce his salary line item to stay within his budget. The board appropriated him \$2.2 million dollars at the beginning of this year. Most of those monies are gone. There is maybe enough money for the next few pay periods. After that, there is no more money unless the County Auditor certifies that money. The Auditor is being conservative on the amount of money he is anticipating bringing in. "That's his job and he does it very well," added Mr. Probst. James Jackson, a reporter from News 9, asked why the Sheriff's cut was 35% and much more than the other departments. Commissioner Probst advised that the board adjusted the cuts to the different departments according to what they felt was not going to interrupt the daily operations of those departments. He further stated the Sheriff could have operated his department with the monies that were given him, if he would have operated it efficiently. Commissioner Probst then read part of a memo that was sent to the Sheriff and signed by him when he received his budget: *"It is imperative that you understand that the total amount appropriated will be the total monies available for the entire fiscal year of 2009. Due to the continued decline in sales tax and a decrease of other funding methods, the county is no longer in the position to come back near the end of the year and appropriate additional monies to help offset additional expenditures. Therefore, please take the necessary precautions for expenditures not to exceed the total permanent appropriations."* The Sheriff signed off on this that he totally understood it. The board had to hire attorneys, when January, February, March went by. When we got into April, the Sheriff had still not made any cuts yet, knowing he was going to have make cuts. Today those cuts still have not taken place. We have had to hire attorneys to help us convince the Sheriff and work with the FOP to see what can be worked out in order to keep deputies on the road and the jail operating. Had he made the cuts when we asked him to at the beginning of this year or even last year, we would not be faced with this today. This is not entirely about the Commissioners. We are doing our fiduciary responsibility as County Commissioners in what we are certified to appropriate to different agencies. People forget that he is the elected official. Mr. Probst said he would like to sit down with the County Auditor and Sheriff and hear what the Sheriff's plan of action is for the rest of the year to operate his department. Commissioners Probst and Coffland explained that this situation has been discussed with the Sheriff over and over again and nothing has been done. We have sat with the Sheriff and the Auditor's Office and gone over numbers, suggested where to make cuts, tried to help by bringing in video conferencing to help eliminate transportation of prisoners, and he has done nothing. The board then produced paperwork showing \$100,000.00 in overtime hours that has been submitted for approximately 80 deputies. Mr. Jackson asked that since there is no more money, if there was anything the board could do to step in and take action to force the Sheriff to make these cuts? Commissioner Probst explained that is what people don't understand. People think that the Board of Commissioner can go and tell other elected officials how to run their operations. We cannot. We do our job by appropriating the money that is certified to us. If more monies are certified, we will continue to appropriate to where we feel the monies need to go. We feel some of the money needs to go to the Sheriff's Department to keep the road patrol out there. But we also have the responsibility to make sure other offices are run efficiently too. No matter what the Sheriff is doing or not doing, the public points the finger at the Commissioners. It is not us. It is the official that they elected. Mr. Probst said he is not faulting the public as he feels they probably have no idea how the Sheriff's Office is run. He said it is run very poorly. Mr. Jackson noted the Sheriff states he has unforeseen costs. Commissioner Probst replied, but then what does the Sheriff do to offset those costs? Nothing. Commissioner Coffland stated that the more that is given the Sheriff, the less there is for other departments. Mr. Coffland asked, "Is it right for all the other elected officials and their department heads and employees to take cuts because of mismanagement in the Sheriff's Department?" Mr. Jackson replied, "No." Mr. Probst stated they have very, very good deputies at the Sheriff's Department, but the person at the top, something is wrong. We have offered to bring in help for him to help run his jail, to help run his Sheriff's Department, to advise him. The Bureau of Adult Detention came here and talked to us and offered their help to the Sheriff. We continue to work with their fiscal person to try to get over these hurdles. She is doing the best she can. It's come to a point in time that something needs done. The people in this county need to know how their Sheriff's Office is being operated. Commissioner Favede said she wanted it known that the board is working with a law firm who is working with the Sheriff's Office and the FOP. The Sheriff cannot unilaterally make changes to the union agreement within his department. Those are union negotiations. For something truly effective to take place, it needs to go through the FOP. Commissioner Favede said that is the behind the scenes effort that is taking place that is not public information. Once those negotiations are made and changes agreed to, then it can become public. Mrs. Favede continued that if changes had been made, if cuts had taken place, if an efficient plan had been put into place early on in the year, we would not be sitting here discussing this today. We are out of money not because we didn't give him enough, but because it was spent ineffectively. She further stated we are doing what needs to be done to correct the problem long term.

Commissioner Probst then read again from a memo that was sent to the Sheriff on October 15, 2008: *"Dear Sheriff, On August 27, 2008, the county Budget Commission held its annual meeting with elected officials and department heads. As you know, County Auditor Joseph Pappano indicated that the anticipated 2008 revenue funding was much less than projected and every department needed to cut spending immediately. He specifically asked that your department not hire any additional staff and you discontinue usage of overtime due to you being over budget for salaries by more than \$150,000.00. Since that meeting, it has been brought to the attention of the Commission that you have hired eight (8) part-time deputies. The Commission would like to be apprised as to your intended funding source for these additional salaries, uniforms and equipment."* Commissioner Probst concluded by saying, "We're getting the blame." The County Auditor told him last year to not hire and no more overtime.

The board was asked their position on Mr. Pappano's idea to go to the Governor to have the Sheriff removed from office. Commissioner Probst responded that we will see what the coming days bring, he is anxious to see how all this is reported, and to get feedback from the general public on this issue to see if they continue to want to have this Sheriff as an elected official or not. Mr. Probst also suggested that the media go to the Sheriff and ask him who he has cut from his staff. The Sheriff has stated he has made cuts of 5 to 8 people. Do a follow up on those 5 to 8 people because some people have left on their own and some are off on medical leave. Find out actually how many cuts he has made and see where these people are at. They left on their own for their own reasons, not because the Sheriff let them go. Commissioner Favede does not feel it is the board's duty to remove him from office. She stated it was her understanding that if the public that elected an official so desires to have him removed from office; that can be done with a petition. She said, "our focus is on fixing the internal problems so that Belmont County fiscally grows stronger."

#### **JUNE 4, 2009 – RECONVENED MEETING OF JUNE 3, 2009, WITH ALL COMMISSIONERS PRESENT.**

##### **IN THE MATTER OF DISCUSSION HELD** **RE: BELMONT SENIOR SERVICES FINANCES**

**Present for the discussion were Belmont Senior Services Executive Director Tim Johnson, BSS Fiscal Officer Kate Coe, BSS Board Members Barbara Roman and Frank Carrothers, Accountant Donald McIntosh of REA & Associates of New Philadelphia, Ohio and Fiscal Manager Cindi Henry.**

Mr. Probst explained the Board of Commissioners have hired Mr. McIntosh's firm as consultants to come up with a format for financial reports to be generated by Belmont Senior Services that are easy to read and understand and that would be done on a monthly basis. The format currently used was created by the Commissioners and their staff many years ago. It is felt it is time to update a spreadsheet in order to help facilitate ease of communication between all parties.

Mr. McIntosh stated he was hired to facilitate information gathering and had received Senior Services' audit reports. He explained he was hired as a consultant, not to audit. He said he wants to gather 2008-2009 information in order to be clear where Belmont Senior Services is

financially. He said he plans to develop an information highway between BSS and the commissioners and will meet with the Board of Commissioners on a monthly basis to discuss BSS finances, services, increasing and decreasing funds, etc. He said some of the concerns are the line of credit, number of meals being served and the cost per unit. Mr. McIntosh wants to get all this information on a spreadsheet for all to see and understand on a monthly basis. He said he will work with Belmont Senior Services and their audit firm to help facilitate communication. He said there will then be "no surprise" when Belmont Senior Services requests additional funds.

Mr. Carrothers stated they need two things today. 1) \$75,000.00 to catch up; and 2) \$175,000.00 operating funds for June. This does not include their line of credit. If these two issues are not moved on today, they will not make payroll next week.

The board said they want a better understanding of how levy funds are being used. Mr. McIntosh will be doing an analysis of services, expenses and revenues of Belmont Senior Services to get a history of trends of services, etc. It is the desire to create a simpler form that can be understood by all parties with the information needed readily available. A discussion was held on the miscommunication in the past between Commissioners, Belmont Senior Services and the Auditor's Office. It is the intent to open the lines of communication and move forward.

Ms. Roman asked if the Board intends to extend their current contract with Belmont Senior Services. Mr. Coffland said the decision will be made once the Board receives the information being gathered. He said the Board has been approached by another entity interested in providing these services. Mr. Probst said the Board has asked Mr. McIntosh to help with the new contract also. He said he knows Belmont Senior Services is running an efficient operation but needs information to better explain to the Auditor and general public how levy funds are being used. He said it is not personal, just business.

**RECONVENED TUESDAY, JUNE 9, AT 11:48 A.M.**  
**PRESENT: COMMISSIONER GINNY FAVEDE AND COMMISSIONER MATT COFFLAND**  
**ABSENT: COMMISSIONER CHARLES R. PROBST, JR.**

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 11:49 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 11:49 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 10th day of June, 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