

St. Clairsville, Ohio

October 28, 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.

**EVENING MEETING-6:00 P.M.**

**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-Monroe Muffler	Repairs-Juvenile Ct./General Fund	572.15
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	736.00
A-Quill	Supplies-Adult Probation/General Fund	187.14
A-Quill	Supplies-Juvenile/General Fund	55.86
A-United States Postal Service	Postage-Northern Court/General Fund	3,000.00
B-Crossroads Counseling	Sept. Counseling-Eastern Ct./Indigent Drivers Alcohol Fund	626.85
B-Crossroads Counseling	Sept. Counseling-Western Ct./Indigent Drivers Alcohol Fund	1,802.57
D-Mar-Zane, Inc.	Asphalt/Road and Bridges Fund	9,703.92
D-Wilson Blacktop Corp.	Asphalt/Road and Bridges Fund	13,722.50
G-Belmont Co. Tourism Council	October Operating Expenses/Lodging Excise Tax Fund	20,000.00
K-Lash Paving, Inc.	Asphalt/Engineer MVGT	9,443.52
L-Lash Paving, Inc.	Resurface bridge CR 5/Bridge & Retain Wall Constr. Fund	7,918.75
M-State Auto	Insurance/Title IV-E Reimb. Fund	754.00
N-M&G Architects & Engineers	Sept. Services-Eastern Ct./Eastern Div. Ct. Construction Fund	1,781.37
N-Mutual Wholesalers of Wheeling, Inc.	New Hot Water Tank/Cap. Improv. Grant Bel. Carnes Center	4,155.00
N-Sheldon Gantt, Inc.	Engineer Proj. 09-7 Bridge Replacement/Bridge & Retain Wall Constr.	24,785.80
P-American Electric Power	Misc. Service/WWS#1 Revenue Fund	123.55
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/SSD#2 Revenue Fund	404.90
P-Rose Products & Services	Supplies/BCSSD Funds	341.90
P-Village of Bridgeport	Services/WWS#3 Revenue Fund	11,388.00
P-Water Bond Retirement Fund	Trans Out/WWS#3 Revenue Fund	17,547.38
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home	1,190.00
S-Comcast	Internet/Northern Div. Ct. Computer Fund	82.11
S-Electric Shop J & K Radio	Equipment/Juvenile Ct. Gen. Special Projects	2,845.00
S-Lisa J. Bauer, Esq.	GAL Services/Common Pleas Gen. Special Projects	1,337.95
S-Rea & Associates, Inc.	Services rendered-Belmont Senior Services/In Home Care Levy Fund	4,400.00
S-TSG	New Server/Eastern Div. Ct. Computer Fund	6,007.48
S-William Gibson	Contract/Juvenile Ct. Gen. Special Projects	490.00
Y-Health Plan of the Upper Ohio Valley	November Premium/Employer's Share Holding Account	147,217.03
Y-Health Plan PPO	November Premium/Employer's Share Holding Account	195,267.73

**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 October 28, 2009 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$28,508.90; \$6,097.78; \$1,172.22
A-GENERAL/AUDITOR	\$2,562.62
A-GENERAL/CHEST CLINIC	\$652.25
A-GENERAL/COMMON PLEAS	\$2,519.68
A-GENERAL/EMA	\$843.54
A-GENERAL/SHERIFF	\$6,507.50
A-GENERAL/911	\$36,484.83
B-Dog and Kennel	\$1,925.61
E-911	\$35,022.58
H-Job & Family, Public Assistance	\$37,488.99; \$1,227.34
H-Job & Family, WIA	\$50,489.81; \$100,483.46
K-Engineer MVGT	\$86,825.66; \$840.98
P-Oakview Admin. Bldg.	\$1,511.91
P-Sanitary Sewer District	\$2,451.40; \$811.55; \$35,339.88; \$1,808.42; \$69.36; \$16,770.43
S-District Detention Home	\$8,597.67
S-Eastern Court Gen. Special Projects	\$514.46
S-Eastern Court-Gen. Special Projects	\$1,601.29
S-Oakview Juvenile Residential Center	\$4,462.63
S-Sheriff Commissary	\$1,613.96
S-Sheriff CCW	\$5,995.00
S-Western Div. Court Computer	\$377.00
S-Western Ct. Gen. Special Projects	\$2,972.19
U-Sheriff Reserve Account	\$1,850.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0011-A001-B02.002 Aud Salaries	E-0061-A002-B07.000 Juror Fees	\$15,000.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stab (Monies necessary to cover Unemployment for Bd of Elections)	E-0181-A003-A12.007 Unempl	\$81.27

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0082-A002-C31.002 Juv Salaries (Juvenile Court Salary monies necessary to cover Sargus payroll)	E-0257-A015-A15.074 Trans Out	\$10,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Sanitary Sewer Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
WW#3	WW#3	
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P21.000 Materials	\$40,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P23.011 Services	\$30,000.00
SSD#3A	SSD#3A	
E-3706-P055-P01.002 Salaries	E-3706-P055-P07.011 Services	\$ 3,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR  
THE BELMONT HARRISON JUVENILE DISTRICT DETENTION**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer within fund for the Belmont Harrison Juvenile District Detention Home.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0910-S033-S47.006 Hospitalization	E-0910-S033-S33.002 Salaries	\$ 606.00

Upon roll call the vote was as follows:

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

**IN THE MATTER TRANSFER BETWEEN THE  
GENERAL FUND AND DISTRICT DETENTION  
CENTER S33 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer from the Belmont County General Fund into the District Detention Center S33 Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Trans Out (Additional Allocation for FY 2009)	R-0910-S033-S20.574 Trans In	\$10,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS  
FOR THE PUBLIC ASSISTANCE FUND H000 AND  
NOTE RETIREMENT-BCDJFS EQUIPMENT FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfer between funds for the Public Assistance Fund and the Note Retirement-BCDJFS Equipment Fund

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H04.000 Contract	R-9217-O038-005.574 Transfers In	\$14,497.05

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/COMMON PLEAS COURT**

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 October 28, 2009.

E-0061-A002-B05.000	Intense Probation/Clerk of Courts Supervisory Fees Collected (July, August & Sept. 2009)	\$ 11,371.14
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL  
APPROPRIATIONS FOR THE GENERAL FUND**

Motion made by Mrs. Favede, 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 August 26, 2009.

E-0131-A006-A03.002	Salaries Jail	\$41,107.91
E-0131-A006-A04.002	Salaries Road Deputies	\$34,137.41
E-0131-A006-A13.003	PERS/SPRS	<u>\$12,356.56</u>
(Monies taken from dissolved N38 to cover salary line items for Sheriff)		
	<b>Total</b>	<b>\$87,601.88</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE GENERAL FUND/VETERAN'S SERVICES**

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 October 28, 2009.

E-0160-A009-D11.000	Expenses of Donated Money	\$40.00
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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 GENERAL FUND/MISCELLANEOUS**

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 October 28, 2009.

E-0257-A015-A15.074	Transfers Out	\$3,434.36
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*Note: This represents monies received from CORSA for lightning damage to tower sites. D/L 06/11/09. Claim #0160020049*

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 DOG AND KENNEL 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 October 29, 2009.

E-1600-B000-B16.000	Expenditure of Estate Donation	\$ 96.26
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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 WIRELESS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 28, 2009.

E-2301-E011-E01.011	Contract Services	\$ 10,632.51
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE M79 TRUANT OFFICER 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 October 28, 2009.

<b>Fund</b>	<b>Title</b>	<b>Amount</b>
<b>TRUANT OFFICER</b>		
E-0400-M079-M01.002	Salary	8,960.00
E-0400-M079-M04.000	Other Expenses	100.00
E-0400-M079-M03.003	PERS	<u>1,940.00</u>
<b>TOTAL</b>		<b>11,000.00</b>

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 SSD #2 SEWER BOND 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 October 28, 2009.

E-9203-O006-O02.050 Principal Payment \$ 92,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BOND RETIREMENT-BCDJFS EQUIPMENT 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 October 28, 2009.

E-9217-O038-000.050 Bond Payment \$ 27,612.92

E-9217-O038-002.051 Interest Payment \$ 7,180.00

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 S017 CHILDREN SERVICES FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede 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 October 28, 2009.

**BELMONT COUNTY CHILDREN SERVICES**

E-2765-S017-S31.000 Other Expenses \$ 74,148.48

E-2765-S017-S31.000 Other Expenses \$ 12,565.69

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR DISTRICT DETENTION HOME S033 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 October 28, 2009.

**DISTRICT DETENTION HOME**

E-0910-S033-S33.002 Salaries \$ 31,994.83

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 S066 MENTAL RETARDATION 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 October 28, 2009.

E-2410-S066-S53.100 Other Expenses-ARRA \$ 4,738.43

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 October 28, 2009.

E-9712-T070-T05.013 FEMA Grant, Contract Projects \$ 13,335.00

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 Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 28, 2009.

E-1511-W080-P01.002 Salaries 2,050.00

E-1511-W080-P05.003 PERS 640.00

E-1511-W080-P07.006 Hospitalization 683.00

E-1511-W080-P02.010 Supplies 300.00

E-1511-W080-P03.000 Travel 110.00

E-1511-W080-P09.000 Personnel 1,250.00

**TOTAL 5,033.00**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REPAYMENT OF CASH ADVANCE OF FUNDS FROM THE PARK HEALTH CENTER H30 FUND TO THE GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following repayment of cash advance of funds from the Park Health Center H30 Fund to the Belmont County General Fund as follows:

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2150-H030-H15.075 Advances Out (Repayment of Cash Advanced from General Fund Budget Stab 6/27/07)	R-0040-A000-A48.575 Advances In	\$130,000.00
E-2150-H030-H15.075 Advances Out (Repayment of Cash Advanced from General Fund Budget Stab 2/25/09)	R-0040-A000-A48.575 Advances In	<u>\$ 35,000.00</u>
<b>Total</b>		<b>\$165,000.00</b>

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

**GENERAL - \$ 40.00** paid into R-0050-A000-A42.500 Misc. Other on 10/23/09. *Note: This represents a donation to the Veterans Office.*

**\$3,434.36** paid into R-0040-A000-Q00.500 Insurance Reimbursements on 10/27/09. *Note: This is for repairs from lightning damage to Flushing and Alledonia tower sites, less deductible. D/L 6/11/09, Claim #0160020049.*

**\$55,108.50** paid into R-0050-A000-B00.500 Sale of Personal Property Auction on 10/13/09. *Note: This represents monies received from the 2009 County Auction.*

**FEMA-Hazard Mitigation Neffs - \$13,335.00** paid into R-9712-T070-T01.501 on 10/27/09. Draw No. 12.

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	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 October 28, 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 L. Sutak and Lori Fannin to travel to Dublin, OH, on November 17-19, 2009, to attend CAAO 2009 Winter Conference. A county car will be used. Estimated expenses: \$1,000.00

**BCDJFS**–Dwayne Pielech to travel to Columbus, OH, on October 28, 2009, to attend OJFSDA Director Training. Est. expenses: \$144.00

**COMMISSIONERS** - Charles R. Probst, Jr., Ginny Favede, Matt Coffland and Fiscal Manager Cindi Henry to travel to Columbus, OH, on December 6-9, 2009, to attend the CCAO/CEAO Annual Winter Conference. Estimated expenses: \$3,257.00

**TREASURER** – Joseph A. Gaudio to travel to Columbus, OH, on Nov. 17-19, 2009, to attend the County Treasurer’s Association of Ohio Conference. Estimated expenses: \$600.00

Upon roll call the vote was as follows:

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

**6:00 Girl Scout Bronze Award Proclamation**

Troop Leader Jennifer Shunk explained the requirements necessary to achieve this award. She said the troop chose to do this as a group project. They girls have now moved up to the next level in scouting and are Cadets in the 6<sup>th</sup> grade. They have already started on next year’s community service project. Commissioners congratulated the troop members and their families and encouraged them to continue giving back to their community. Commissioner Favede noted they are the leaders of tomorrow and their actions can and will change the world we live in.

**IN THE MATTER OF ADOPTING PROCLAMATION HONORING ST. CLAIRSVILLE GIRL SCOUT TROOP 5774 ON THEIR BRONZE AWARD ACHIEVEMENT**

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

PROCLAMATION HONORING  
ST. CLAIRSVILLE GIRL SCOUT TROOP 5774  
BRONZE AWARD ACHIEVEMENT

**WHEREAS**, the Girl Scout Bronze Award is the highest honor a Junior Girl Scout can earn and requires 15 hours of community service and badge work; and

**WHEREAS**, St. Clairsville Girl Scout Troop 5774 used their leadership and planning skills to complete several projects as a group including donating their time at the local animal shelter, cleaning up litter on school and fairground property, spearheading collections for the food pantry, singing Christmas carols and making decorations for hospital patients; and

**WHEREAS**, their selfless actions have had a positive impact on their community and enhanced the quality of life in the surrounding area and are a legitimate source of pride for the Scouts and their leaders and families who provided guidance and assistance to reach this achievement; and

**NOW, THEREFORE, BE IT RESOLVED**, the Belmont County Board of Commissioners, on behalf of all county residents, does hereby congratulate St. Clairsville Girl Scout Troop 5774 on earning the Girl Scout Bronze Award and encourage them to continue giving of their time and talents to improve their community and the world and to strive for high standards in all they do while assisting others along their way.

Adopted this 28<sup>th</sup> day of October, 2009.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM – None.**

**IN THE MATTER OF APPROVING AND SIGNING  
THE RENEWAL OF THE GRANT AGREEMENT  
BETWEEN BCDJFS (ON BEHALF OF BELMONT CO.  
FAMILY AND CHILDREN FIRST COUNCIL) AND  
THE TRI-COUNTY HELP CENTER.**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the renewal of the grant agreement by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), and the **Tri-County Help Center**, to provide administrative services for the Ohio Family & Children First Council of Belmont County, effective July 1, 2009 through June 20, 2010; contract not to exceed \$16,257.00.

**GRANT AGREEMENT BETWEEN THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE  
TRI-COUNTY HELP CENTER**

This agreement to provide administrative services for the Ohio Family & Children First Council of Belmont County is entered into on this 14th day of October, 2009, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Tri-County Help Center, hereinafter referred to as "**Provider**".

**ARTICLE I: EFFECTIVE DATES**

This contract shall extend from July 1, 2009 through June 30, 2010, inclusive, unless otherwise terminated pursuant to Article IV, and may be extended beyond this time period upon the execution of a written amendment pursuant to Article IV contingent upon available funding.

**ARTICLE II: AMOUNT OF CONTRACT/PAYMENTS**

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$16,257.00.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

**ARTICLE III: GENERAL REGULATIONS**

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this Agreement or with funds provided by this contract are the property of the **Department** and the Belmont County Family and Children First Council which has the unrestricted right to reproduce, distribute, modify, maintain and use. All materials and items produced under this Contract will be made freely available to the general public unless the **Department** determines that, pursuant to federal and state laws, the materials are confidential.
- B. **Provider** will comply with all applicable federal and state regulations rules, statues, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Help Me Grow, including planning and participating in site visits.
- C. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- D. The **Department** may, from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this Contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

**ARTICLE IV: TERMINATION AND AMENDMENT**

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

**ARTICLE V: LIMITATION OF LIABILITY**

**Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of direct damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive remedies for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

**ARTICLE VI: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS**

By accepting this contract and by executing this Contract agreement, **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The PROVIDER's certification of compliance with each of these conditions is considered to be a material representation of fact upon the **Department** relied in entering into this Contract agreement.

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion,

- sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
  - C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
  - D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
  - E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
  - F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
  - G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
  - H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Human Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

**ARTICLE VII: CONSTRUCTION**

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

**THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

Dwayne Pielech, Director Belmont County Department of Job and Family Services	Date
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Cathy Campbell, Director Tri-County Help Center <i>Matt Coffland /s/</i>	Date 10/28/09
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Belmont County Commissioner <i>Charles R. Probst, Jr. /s/</i>	Date 10/28/09
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Belmont County Commissioner <i>Ginny Favede /s/</i>	Date 10/28/09
--	------------------

Belmont County Commissioner	Date
-----------------------------	------

Approved as to form:

*Daniel P. Fry /s/*

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING REQUEST  
TO REDUCE LEGAL AXLE LOAD LIMIT  
FOR WAYNE TOWNSHIP/ENGINEER'S**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the resolution, pursuant to Ohio Revised Code 5577.07, granting the request from the Wayne Township Trustees to reduce the legal axle load limit on all of their roads by fifty percent (50%) to December 1, 2009 through April 15, 2010, based upon the recommendation of Fred Bennett, County Engineer.

**RESOLUTION**

**Whereas**, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;

**Whereas**, the Belmont County Board of Commissioners have received a request from the Wayne Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;

**Whereas**, the Belmont County Engineer has recommended that the Wayne Township Trustees' request be granted.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Wayne Township be reduced by fifty percent (50%) for the period beginning December 1, 2009 and ending April 15, 2010.

Adopted October 28, 2009

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING REQUEST TO REDUCE LEGAL AXLE LOAD FOR FLUSHING TOWNSHIP/ENGINEER'S**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the resolution, pursuant to Ohio Revised Code 5577.07, granting the request from the Flushing Township Trustees to reduce the legal axle load limit on all of their roads by fifty percent (50%) from November 1, 2009 through April 15, 2010, based upon the recommendation of Fred Bennett, County Engineer.

**RESOLUTION**

**Whereas**, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;

**Whereas**, the Belmont County Board of Commissioners have received a request from the Flushing Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;

**Whereas**, the Belmont County Engineer has recommended that the Flushing Township Trustees' request be granted.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Flushing Township be reduced by fifty percent (50%) for the period beginning November 1, 2009 and ending April 15, 2010.

Adopted October 28, 2009

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENTS FOR HOUSING OF PRISONERS IN THE BELMONT CO. JUSTICE CENTER/SHERIFF**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into agreement with the following entities, on behalf of the Belmont County Sheriff's Department, for housing of prisoners in the Belmont County Justice Center, effective November 1, 2009 through April 30, 2010:

- Toronto Police Department
- Cross Creek Township Trustees
- Mingo Junction Police Department

**BELMONT COUNTY JUSTICE CENTER HOUSING OF PRISONERS CONTRACT**

THIS AGREEMENT entered into this November 1, 2009, by and between the Belmont County Board of Commissioners, hereinafter referred to as COUNTY, and the **Toronto Police Department**, hereinafter referred to as **Toronto. (Cross Creek Township Trustees, "Cross Creek) (Mingo Junction Police Department, "Mingo Junction")**

**WITNESSETH:** County covenants and agrees to receive, incarcerate and board prisoners presented to the Belmont County Justice Center by authorized agents of **Toronto, (Cross Creek) (Mingo Junction)** who are arrested under, pending trial for, sentenced under, or are otherwise in custody pursuant to the ordinances of legal process of municipality, under the following terms and conditions:

1. **ACCEPTANCE OF PRISONERS:** County will only accept a prisoner when room is available. County shall not be required to accept any prisoner who is obviously ill or injured, either physically or mentally. When it is not feasible for a physician to make this determination, then the decision of the County's Jail Administrator shall be final. **Toronto (Cross Creek) (Mingo Junction)** shall immediately remove their inmate(s) from County upon request.

2. **DUTIES OF COUNTY:** County shall provide supervision and wholesome meals.

3. **MEDICAL TREATMENT:** In addition to any other financial obligation of **Toronto (Cross Creek) (Mingo Junction)** herein, **Toronto (Cross Creek) (Mingo Junction)** shall be solely and exclusively responsible to pay any and all expenses incurred for medical treatment for its prisoners, including but not limited to: Hospital, doctor, dentist, psychiatrist and prescription medication bills, and transportation costs. In the event that a **Toronto (Cross Creek) (Mingo Junction)** prisoner should require hospitalization, the following additional conditions shall apply:

**Toronto (Cross Creek) (Mingo Junction)** will be solely responsible for:

- A. Guarding the hospitalized prisoner with its own personnel;
- B. Waive the guarding of said prisoner by arranging for his release by the **Toronto (Cross Creek) (Mingo Junction)** authority, which originally incarcerated the prisoner.

4. **TRANSPORT OF PRISONER:** **Toronto (Cross Creek) (Mingo Junction)** will be solely responsible for the transport of all **Toronto (Cross Creek) (Mingo Junction)** prisoners housed by the county to court, other jail facilities and any appointments **Toronto (Cross Creek) (Mingo Junction)** makes on the inmate's behalf.

5. **DEATH OF A PRISONER:** **Toronto (Cross Creek) (Mingo Junction)** agrees to assume liability for disposing of the body of any **Toronto (Cross Creek) (Mingo Junction)** prisoner who dies while in custody, if this liability is not accepted by relatives or third party.

6. **PAYMENT AND BILLING:** In addition to medical or other expenses as referred to herein, **Toronto (Cross Creek) (Mingo Junction)** shall pay to the County the sum of Sixty-Five Dollars (\$65.00) per day for each prisoner incarcerated by County pursuant to this agreement. "DAY" shall mean a calendar day or any part or fraction of a calendar day.

County shall provide **Toronto (Cross Creek) (Mingo Junction)** with an itemized statement of all charges under this Agreement on the first day of each month.

**Toronto (Cross Creek) (Mingo Junction)** shall pay and remit said charges as soon as it is legally permitted to do so; however, if a bill remains due and unpaid on the sixtieth day after date thereof, County may, at its option, elect to terminate this agreement, and after written notice thereof, shall refuse to accept any additional **Toronto (Cross Creek) (Mingo Junction)** prisoners.

Make all checks payable to: Belmont County Sheriff's Office  
68137 Hammond Road  
St. Clairsville, OH 43950

6. **TERM:** The initial term of this Agreement shall be for six months, commencing on November 1, 2009 and terminating on April 30, 2010. This contract is to provide assistance to **Toronto (Cross Creek) (Mingo Junction)** on a temporary basis. Either party may terminate this Agreement by thirty (30) days written notice to the other.

Cindi L. Henry /s/  
Witness  
Kathy Marino /s/  
Witness

**BELMONT COUNTY COMMISSIONERS**

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

Approved as to form:  
David K. Liberati /s/ Assistant  
Belmont County Prosecuting Attorney

**TORONTO**

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
Approved as to form:

\_\_\_\_\_  
John Geddis, Mayor  
\_\_\_\_\_  
Danny Mosti, Chief of Police

\_\_\_\_\_  
Name  
\_\_\_\_\_

\_\_\_\_\_  
Title  
\*\*\*\*\*

**CROSS CREEK TOWNSHIP TRUSTEES**

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Geno Morelli  
\_\_\_\_\_  
Louis Vanderborne  
\_\_\_\_\_  
Robert Notingham

Approved as to form:  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Title  
\*\*\*\*\*

**MINGO JUNCTION**

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
Approved as to form:

\_\_\_\_\_  
Domenick Chappano, Mayor  
\_\_\_\_\_  
Steve Maguschak, Chief of Police

\_\_\_\_\_  
Name  
\_\_\_\_\_

\_\_\_\_\_  
Title  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PAYMENT TO MUTUAL WHOLESALERS FOR A NEW HOT WATER TANK FOR THE CARNES CENTER/N46 CAPITAL IMPROVEMENT GRANT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the payment to Mutual Wholesalers of Wheeling, P.O. Box 6629, Wheeling, WV 26003 in the amount of \$4,155.00 from the N46 Capital Improvement Grant fund for a new hot water tank for the Carnes Center, based upon the recommendation of the Belmont County Park District Board.

Upon roll call the vote was as follows:  
Mrs. Favede            Yes  
Mr. Probst             Yes  
Mr. Coffland          Yes

**IN THE MATTER OF ADOPTION RESOLUTION AUTHORIZING THE ISSUANCE OF \$155,000 OF NOTES**

**TO PAY PART OF THE COST OF ACQUIRING EQUIPMENT  
FOR USE BY THE COUNTY'S DEPARTMENT OF JOB & FAMILY SERVICES**

ENTERED IN COMMISSIONERS' JOURNAL

NO. \_\_\_\_\_, PAGE NO. \_\_\_\_\_

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 6:00 o'clock p.m., on October 28, 2009, at the commissioners meeting room, located at the Courthouse, St. Clairsville, Ohio, with the following members present:

Mrs. Favede moved the adoption of the following resolution:

**COUNTY OF BELMONT, OHIO**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$155,000 OF NOTES TO PAY PART OF THE  
COST OF ACQUIRING EQUIPMENT FOR USE BY THE COUNTY'S DEPARTMENT OF JOB &  
FAMILY SERVICES.**

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring equipment for use by the County's Department of Job & Family Services (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is five (5) years, and of notes to be issued in anticipation thereof is ten (10) years; and

WHEREAS, notes heretofore issued in the amount of \$180,000 to finance part of the cost of the Project are about to mature and should be renewed in the amount of \$155,000; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the revenues to be received by this County's Department of Job & Family Services and particularly, reimbursements to be received from the State of Ohio, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$155,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately November 1, 2010, shall bear interest at the rate of approximately seven per cent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding five (5) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$155,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be dated the date of their issuance, (ii) mature not more than one (1) year from such date of issuance; (iii) bear interest at a rate per annum not exceeding seven percent (7%) per annum, which interest shall be payable at maturity, (iv) be issued in such numbers and denominations as may be requested by the purchaser, and (v) be payable as to both principal and interest in federal funds of the United States of America at the office of the County Auditor or a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Equipment Bond Anticipation Notes, Second (2009) Renewal".

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, and may bear the County Auditor's seal, provided that all but one of such signatures, and such seal, may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. or one or more of its designees (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Notes pursuant to the provisions of the Purchase Agreement. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and not deemed already so designated. This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$30,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Notes may be transferred only through a book entry, and (ii) physical Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Notes or principal and interest, and to effect transfers of Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

If so determined by the County Auditor in the Certificate of Award, all or any portion of the Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Notes: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Notes in book entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Notes from the Depository and authenticate and deliver Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 12. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 13. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 14. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 15. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 16. That this resolution shall take effect immediately upon its adoption.

Mr. Probst seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mrs. Favede Mr. Probst Mr. Coffland

NAYS:

ADOPTED, this 28th day of October, 2009.

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

**IN THE MATTER OF COMMERCIAL LEASE AGREEMENT WITH IMPERIAL PLAZA DEVELOPMENT CORP.**

Motion made by Mrs. Favede to enter into the following Commercial Lease Agreement with Imperial Plaza Development Corporation in the amount of \$2000.00 per month, effective October 1, 2009 through April 30, 2010, for office space in the Lancione Building located in Bellaire, Ohio.

**DISCUSSION HELD:** Commissioner Probst asked if this agreement had been signed by the Prosecutor. It was not and he asked to hold on this motion. Commissioner Favede withdrew the motion at this time.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF ANDREW L. SUTAK FROM THE BELMONT CO. LAW LIBRARY RESOURCE BOARD**

Motion made by Mrs. Favede, seconded by Mr. Probst to accept the resignation of Andrew L. Sutak from the Belmont County Law Library Resource Board, effective October 27, 2009.

*Note: Due to his recent appointment as County Auditor, Mr. Sutak can no longer serve on this board.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING CINDI HENRY AS A MEMBER OF THE BELMONT COUNTY LAW LIBRARY RESOURCES BOARD**

Motion made by Mrs. Favede, seconded by Mr. Probst to appoint Cindi Henry as a member of the Belmont County Law Library Resources Board under R.C. 307.511(A)(4) to fill the unexpired term of Andy Sutak, effective October 28, 2009 and ending December 31, 2013.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST TO ADVERTISE FOR BIDS FOR TWO (2) NEW "HOT SHOT" VEHICLES FOR MEAL DELIVERY/BELMONT SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the request of Belmont Senior Services Board of Trustees to advertise for bids for two (2) new "Hot Shot" vehicles to be used for meal delivery and direct the Clerk of the Board to proceed with the required Notice to Bidders; Levy funds will be used for the purchase of the vehicles.

**Note: These vehicles will replace 2 older "Hot Shot" vehicles which will be taken out of service.**

**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 11:00 A.M. (Local Time) Wednesday, December 2, 2009, **for furnishing two (2) new HotShot Vehicles with Meal Delivery Package, for Belmont Senior Services**, 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.

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

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © 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 bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

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

Times Leader Advertisement: Two (2) Mondays, November 9, 2009 and November 16, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DISCUSSION HELD RE: HIRING  
PROJECT MANAGER FOR NEW EASTERN DIVISION COURT BUILDING PROJECT:**

Commissioner Probst advised the board is looking to hire a Project Manager for the new Eastern Division Court Building project. Two (2) proposals have been received. Commissioner Coffland stated the board needs to move on this as things are backing up. Mr. Probst remarked that Danny Popp was part of the Oakview Juvenile Detention Center Project and Marshall Piccin was the Project Manager for the recent jail expansion. Both have submitted proposals comparable in price. Mr. Probst suggested since Mr. Piccin did the last project that this one be given to Mr. Popp.

Motion made by Mr. Coffland, seconded by Mr. Probst, "to accept Danny Popp's proposal on the basis that Mr. Piccin did our last project that we just finished."

*Discussion continued comparing the prices submitted for hourly rate – Mr. Popp at 12 hours @ \$85.00 an hour/month and Mr. Piccin at \$68.00/hour with a Technician at \$50.00/hour. Mr. Probst noted that it has been determined that the difference between the two proposals would amount to about \$50.00 per month. Mrs. Favade stated she would prefer to table the motion and discuss further.*

**Commissioner Probst withdrew his second.**

**COMMISSIONER PROBST ADVISED THIS MEETING WILL BE KEPT OPEN FOR BUDGET HEARINGS BEGINNING AT 10:00 A.M. ON OCTOBER 29, 2009.**

**RECONVENED THURSDAY, OCTOBER 29, 2009, AT 10:00 A.M. –BUDGET HEARINGS**

**Present: Ginny Favade and Charles R. Probst, Jr., and Matt Coffland, Commissioners, Kathy Marino, Assistant Clerk; Cindi Henry, Fiscal Manager; Mike Kinter, Human Resources Manager.**

The Board continues to meet with elected officials and department heads to discuss their budget needs for 2010. The need to reduce the budget by \$3.6 million dollars to reach the anticipated certification of \$16.4 million for 2010 is explained to each department. There is no "safety net" from sales tax revenues and interest to fall back on as there has been in the past. Commissioner Favade noted that some departments are considering retirements and restructuring in order to be more efficient.

Departments attending today include: 10:00 a.m. Recorder Mary Catherine Nixon; 11:00 a.m. Clerk of Courts Randy Marple; 1:00 p.m. Public Defender Eric Costine with Linda Jurco and Pam Bowman; and 2:00 p.m. Prosecutor Chris Berhalter.

**RECONVENED MONDAY, NOVEMBER 2, 2009, AT 2:00 P.M.-BUDGET HEARINGS**

**Present: Ginny Favade and Charles R. Probst, Jr., Commissioners, Jayne Long, Clerk, Cindi Henry, Fiscal Manager and Mike Kinter, Human Resources Manager. Absent: Commissioner Matt Coffland**

Departments attending today include: 2:00 p.m. Western Division Court Judge Harry White, Northern Division Court Judge Frank Fregiato, with Clerks Rosalie Ralston and Donna Cottage.

**RECESS AT 2:45 P.M.**

**RECONVENED TUESDAY, NOVEMBER 3, 2009, AT 9:00 A.M.-BUDGET HEARINGS**

**Present: Ginny Favade and Charles R. Probst, Jr., Matt Coffland, Commissioners; Jayne Long, Clerk; Cindi Henry, Fiscal Manager; Mike Kinter, Human Resources Manager.**

Departments attending today include: 9:00 a.m. Robyn Marshall, Director, Belmont County 911; and 10:00 a.m. Auditor Andy Sutak with Judy Jenewein and Sheila Turner.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:21 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 11:21 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of November, 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