

t. Clairsville, Ohio

August

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

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

**ON 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 Mr. Coffland, seconded by Mr. Probst, all present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the Treasurer in payment of bills allowed.

| Claim of                              | Purposes  | Amount |
|---------------------------------------|---|--------|
| -Draft-Co., Inc.                      | Tax Map Conversion-GIS Projects/General Fund                                  | 1      |
| -Draft-Co., Inc.                      | Web Hosting-GIS Projects/General Fund   |        |
| -Professional Land Surveyor           | Registration Fee-GIS Projects/General Fund                                    |        |
| -Lash Paving, Inc.                    | Asphalt/Road and Bridges Fund   | 15     |
| -Don Nippert                          | Tower Sublease Agmt./911 Fund   |        |
| -Shelly & Sands, Inc.                 | Application #2/Carnes Center Capital Improv. Grant                            | 109    |
| -Ohio Dept. of Development            | April-May Loan Payment/Fox Commerce Park Fund                                 | 6      |
| -American Electric Power              | Service-Angelo Rd./WWS#1 Revenue Fund   |        |
| -Renee' Wilson                        | Reimburse travel & expenses/BCSSD Funds                                       |        |
| -Staples                              | Supplies/BCSSD Funds  |        |
| -Belmont Senior Services              | 2 <sup>nd</sup> Qtr. Payment-April, May, June/In Home Care Levy-Comm on Aging | 507    |
| -Beth A. Andes, MS, PCC               | Contracted Counselor/District Detention Home Fund                             | 1      |
| -Jayne Long                           | Reimburse exp. For tax levy/In Home Care Levy-Comm on Aging                   |        |
| -McGhee & Co.                         | Judge's Furniture/Eastern Ct. General Special Projects Fund                   | 1      |
| -TSG                                  | Symantic Renewal/Northern Div. Court Computer Fund                            |        |
| -Wheeling Office Supply               | Supplies/Certificate of Title Admn. Fund                                      |        |
| -Bridgeport, Village of               | Patching various streets/County Motor Vehicle License Tax Fund                | 2      |
| -Health Plan of the Upper Ohio Valley | August Premium/Employer's Share Holding Account                               | 155    |
| -Health Plan                          | August Premium/Employer's Share Holding Account                               | 157    |

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for August 4, 2010 as

| UND                              | AMOUNT                                      |
|----------------------------------|---|
| -GENERAL                         | \$665.44; \$530.84; \$16,817.53; \$1,819.55 |
| -GENERAL/AUDITOR                 | \$3,939.37                                  |
| -GENERAL/EMA                     | \$2,337.03                                  |
| -GENERAL/JUVENILE                | \$4,745.01                                  |
| -GENERAL/SHERIFF                 | \$6,478.87                                  |
| -GENERAL/911                     | \$1,757.10                                  |
| -Dog and Kennel                  | \$972.01                                    |
| -Job & Family, CSEA              | \$7,224.94                                  |
| -Job & Family, Public Assistance | \$47,028.68                                 |

**ATTER OF TRANSFER****GENERAL FUND**

tion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within General Fund.

|                        | <b>TO</b>                     | <b>AMOUNT</b> |
|------------------------|-------------------------------|---------------|
| 01-A50.000 Budget Stab | E-0257-A015-A15.074 Trans Out | \$27,000.00   |

(ded for the Sargus Remodel Grant match)

tion roll call the vote was as follows:

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

**ATTER TRANSFER BETWEEN THE  
GENERAL FUND AND SARGUS REMODELING FUND N58**

tion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer from the Belmont County General Fund into Remodel Fund.

|                      | <b>TO</b>                    | <b>AMOUNT</b> |
|----------------------|------------------------------|---------------|
| 15-A15.074 Trans Out | R-9058-N058-N04.574 Trans In | \$27,000.00   |

(ded for remodeling grant / portion that is not being reimbursed)

tion roll call the vote was as follows:

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

**ATTER OF TRANSFER****GENERAL FUND**

tion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within General Fund.

|                        | <b>TO</b>                        | <b>AMOUNT</b> |
|------------------------|----------------------------------|---------------|
| 01-A50.000 Budget Stab | E-0257-A015-A16.075 Advances Out | \$58,465.00   |

(ded for the Sargus Remodel Grant match (\$40,500.00) and OUE Tavern Grant (\$17,965.00). Both to be reimbursed once the grants are finalized)

tion roll call the vote was as follows:

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

**ATTER OF TRANSFER WITHIN THE  
GENERAL FUND/DISASTER SERVICES**

tion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

|                           | <b>TO</b>                     | <b>AMOUNT</b> |
|---------------------------|-------------------------------|---------------|
| 06-F07.000 Other Expenses | E-0054-A006-F03.000 Utilities | \$ 6,000.00   |

tion roll call the vote was as follows:

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

**ATTER OF TRANSFER WITHIN FUND  
GENERAL FUND/SHERIFF**

tion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund.

|                        | <b>TO</b>                        | <b>AMOUNT</b> |
|------------------------|----------------------------------|---------------|
| 06-A02.002 Adm. Salary | E-0131-A006-A15.007 Unemployment | \$ 723.26     |

(ded for unemployment)

August 4, 2010

|                                   |                             |                     |                 |
|-----------------------------------|-----------------------------|---------------------|-----------------|
| E-1600-B000-B13.006               | DOG & KENNEL                | R-9891-Y091-Y05.500 | 17.10           |
| E-0910-S033-S47.006               | D.D.HOME                    | R-9891-Y091-Y05.500 | 202.35          |
| E-1571-S087-S03.006               | EASTERN COURT SPECIAL       | R-9891-Y091-Y05.500 | 0.00            |
| E-1561-S086-S03.006               | NORTHERN COURT SPECIAL      | R-9891-Y091-Y05.500 | 2.85            |
| E-1551-S088-S03.006               | WESTERN COURT SPECIAL       | R-9891-Y091-Y05.500 | 2.85            |
| E-2150-H030-H11.000               | COUNTY HOME                 | R-9891-Y091-Y05.500 | 0.00            |
| E-1310-J000-J06.000               | REAL ESTATE ASSESS          | R-9891-Y091-Y05.500 | 59.85           |
| E-2811-K200-K10.006               | ENGINEER K-1 & K-2          | R-9891-Y091-Y05.500 | 47.04           |
| E-2812-K000-K20.006               | ENGINEER K-11               | R-9891-Y091-Y05.500 | 205.20          |
| E-2813-K000-K39.006               | ENGINEER K-25               | R-9891-Y091-Y05.500 | 78.38           |
| E-3701-P003-P31.000               | WATER/SEWER WWS #2          | R-9891-Y091-Y05.500 | 44.25           |
| E-3702-P005-P31.000               | WATER/SEWER WWS #3          | R-9891-Y091-Y05.500 | 129.00          |
| E-3704-P051-P15.000               | WATER/SEWER SSD #1          | R-9891-Y091-Y05.500 | 28.41           |
| E-3705-P053-P15.000               | WATER/SEWER SSD #2          | R-9891-Y091-Y05.500 | 30.99           |
| E-3706-P055-P15.000               | WATER/SEWER SSD #3A         | R-9891-Y091-Y05.500 | 5.07            |
| E-3707-P056-P15.000               | WATER/SEWER SSD #3B         | R-9891-Y091-Y05.500 | 1.68            |
| E-1810-L001-L14.000               | SOIL CONSERVATION           | R-9891-Y091-Y05.500 | 25.65           |
| E-1815-L005-L15.006               | SOIL CONSERVATION-Watershed | R-9891-Y091-Y05.500 | 0.00            |
| E-6010-S079-S07.006               | CLERK OF COURTS/TITLE       | R-9891-Y091-Y05.500 | 48.45           |
| E-8010-S030-S68.006               | OAKVIEW JUVENILE            | R-9891-Y091-Y05.500 | 136.80          |
| E-2510-H000-H16.006               | DJFS                        | R-9891-Y091-Y05.500 | 889.20          |
| E-2760-H010-H12.006               | CHILD SUPPORT               | R-9891-Y091-Y05.500 | 102.60          |
| E-2210-E001-E15.006               | COUNTY HEALTH               | R-9891-Y091-Y05.500 | 116.88          |
| E-4110-T075-T52.008               | W.I.C. PROGRAM              | R-9891-Y091-Y05.500 | 48.48           |
| E-2310-S049-S63.000               | MENTAL HEALTH               | R-9891-Y091-Y05.500 | 42.75           |
| E-1511-W080-P07.006               | VICTIMS ASSISTANCE          | R-9891-Y091-Y05.500 | 14.28           |
| E-1520-S077-S04.006               | COMMUNITY GRANT             | R-9891-Y091-Y05.500 | 8.55            |
| E-1210-S078-S14.006               | RECORDER                    | R-9891-Y091-Y05.500 | 8.55            |
| E-0400-M060-M29.008               | JUVENILE COURT GRT          | R-9891-Y091-Y05.500 | 11.40           |
| E-0400-M060-M64.008               | JUVENILE COURT GRT          | R-9891-Y091-Y05.500 | 8.55            |
| E-0400-M060-M75.008               | JUVENILE COURT GRT          | R-9891-Y091-Y05.500 | 17.10           |
| E-0400-M067-M05.008               | JUVENILE COURT GRT          | R-9891-Y091-Y05.500 | 17.10           |
| E-0400-M078-M02.008               | JUVENILE COURT GRT          | R-9891-Y091-Y05.500 | 8.55            |
| E-0400-M079-M02.008               | JUVENILE COURT GRT          | R-9891-Y091-Y05.500 | 8.55            |
| E-9799-S012-S02.006               | PORT AUTHORITY              | R-9891-Y091-Y05.500 | 8.55            |
| <b>Total amount this transfer</b> |                             |                     | <b>2,491.01</b> |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
OR THE GENERAL FUND/MISCELLANEOUS**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations, in accordance with the recommended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 4, 2010.

**E-0257-A015-A15.074 Transfers Out \$490.50**

*Note: This represents monies received from CORSA for lightning damage to EOC Tower - D/L 05/11/10 Claim #0160021027.*

Upon roll call the vote was as follows:

**ATTER OF ADDITIONAL APPROPRIATION**  
**INDIGENT DRIVERS ALCOHOL FUND**

on made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 4, 2010.

E-1651-B015-B03.011      Contract Services      \$ 15,896.84

roll call the vote was as follows:

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

**ATTER OF ADDITIONAL APPROPRIATION**  
**ENGINEER'S MVGT FUND**

on made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation in accordance with the Amended Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 4, 2010.

E-2812-K000-K16.013      Contracts-Projects      \$ 54,129.85

roll call the vote was as follows:

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

**ATTER OF ADDITIONAL APPROPRIATIONS**  
**M60 CARE AND CUSTODY FUND**

on made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 4, 2010.

|                       | <b>Title</b>                  | <b>Amount</b>       |
|-----------------------|-------------------------------|---------------------|
| <b><i>CUSTODY</i></b> |                               |                     |
| 60-M25.002            | Salaries C-CAP                | 12,092.00           |
| 60-M28.004            | Workers' Comp                 | 1,606.16            |
| 60-M29.008            | Insurances C-CAP              | 13,000.00           |
| 60-M30.000            | Other Exp. (Sub. Abuse)       | 42,158.00           |
| 60-M60.002            | Salaries Restitution          | 14,757.60           |
| 60-M61.003            | PERS Restitution              | 2,066.07            |
| 60-M63.005            | Medicare Restitution          | 213.99              |
| 60-M71.002            | Salaries Substance Abuse      | 16,254.95           |
| 60-M72.003            | PERS Substance Abuse          | 7,720.26            |
| 60-M73.005            | Medicare Substance Abuse      | 1,058.55            |
| 60-M74.004            | Workers Comp Substance Abuse  | 1,190.09            |
| 60-M75.008            | Insurances Substance Abuse    | 15,929.88           |
| 60-M24.000            | Other Exp. (C-CAP Int. Prob.) | 29,250.00           |
|                       |                               | <b>\$157,297.55</b> |

roll call the vote was as follows:

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

**ATTER OF ADDITIONAL APPROPRIATION**  
**JUVENILE COURT PLACEMENT SERVICES FUND**

on made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 4, 2010.

**PLACEMENT SERVICES**

64-M05.000      Placement Costs      \$ 32,265.00

August 4, 2010

**N THE MATTER OF ADDITIONAL APPROPRIATION  
OR THE WATER AND SEWER DEVELOPMENT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 4, 2010.

E-3709-P059-P05.011 Services \$ 100,000.00

Upon roll call the vote was as follows:

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

**N THE MATTER OF ADDITIONAL APPROPRIATION  
OR THE OUE BRICK TAVERN S05 FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 4, 2010.

-2405-S005-S05.011 Contract Services \$ 17,965.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 4, 2010.

**N.S.L.A. OAKVIEW JUVENILE S031**

-8011-S031-S02.000 Food (Meal Tickets) 105.00  
-8011-S031-S02.000 Food (June NSLA) 1,832.50

**ACTIVITY FUND S032**

-8012-S032-S00.000 Activity Fund (Evercom) 40.54

Upon roll call the vote was as follows:

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

**N THE MATTER OF ADDITIONAL APPROPRIATIONS  
OR THE BEL-HARRISON JUVENILE DISTRICT DETENTION HOME-SARGUS FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 4, 2010.

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

|                    |                       |                  |
|--------------------|-----------------------|------------------|
| -0910-S033-S33.002 | Salaries              | 32,921.00        |
| -0910-S033-S44.003 | OPERS/STRS            | 4,609.00         |
| -0910-S033-S50.005 | Medicare              | 478.00           |
| -0910-S033-S47.006 | Hospitalization       | 6,000.00         |
| -0910-S033-S34.010 | Supplies              | 5,000.00         |
| -0910-S033-S39.000 | Food Service Expenses | <u>6,691.44</u>  |
| <b>TOTAL</b>       |                       | <b>55,699.44</b> |

Upon roll call the vote was as follows:

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

**RESOLUTION OF ADDITIONAL APPROPRIATIONS**  
**BELMONT COUNTY PROSECUTOR'S OFFICE**  
**WITNESS ASSISTANCE PROGRAM FUND**

Resolution made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 4, 2010.

|            |                 |                 |
|------------|-----------------|-----------------|
| 80-P01.002 | Salaries        | 2,869.00        |
| 80-P07.006 | Hospitalization | 1,500.00        |
| 80-P05.003 | PERS            | <u>500.00</u>   |
|            |                 | <b>4,869.00</b> |

Roll call the vote was as follows:

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

**RESOLUTION OF CASH ADVANCE TO THE**  
**REMODEL N58 FUND**

Resolution made by Mr. Coffland, seconded by Mr. Probst to approve the following advance from General Fund to the Sargus Remodel N5

|                         | <b>TO</b>                       | <b>AMOUNT</b> |
|-------------------------|---------------------------------|---------------|
| 15-A16.075 Advances Out | R-9058-N058-N05.575 Advances In | \$40,500.00   |

(Advances represent the portion that will be reimbursed by the DYS Grant)

Roll call the vote was as follows:

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

**RESOLUTION OF CASH ADVANCE**  
**TO THE OUE TAVERN S05 FUND**

Resolution made by Mr. Coffland, seconded by Mr. Probst to approve the following advance from General Fund to the OUE Tavern S0

|                         | <b>TO</b>                       | <b>AMOUNT</b> |
|-------------------------|---------------------------------|---------------|
| 15-A16.075 Advances Out | R-2405-S005-S06.575 Advances In | \$17,965.00   |

(Advances will be reimbursed by the OUE ODOT Grant)

Roll call the vote was as follows:

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

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

Resolution made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated August 4, 2010 by the Belmont County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon order.

Roll call the vote was as follows:

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

**RESOLUTION OF REQUEST FOR CERTIFICATION**  
**BY THE BUDGET COMMISSION**

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

August 4, 2010

**ON THE MATTER OF BID OPENING FOR THE  
ENGINEER'S PROJECT 10-5 COUNTY HIGHWAY 56  
CATS RUN ROAD RESURFACING**

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's Project 10-5 COUNTY HIGHWAY 56 CATS RUN ROAD RESURFACING, they proceeded to open the following

| <b>NAME</b>   | <b>BID BOND</b> | <b>BID AMOUNT</b>    |
|---|-----------------|----------------------|
| <b>Wash Paving, Inc.</b><br>P.O. Box 296<br>Columbiana, OH 43916        | <b>X</b>        | <b>\$ 278,833.30</b> |
| <b>Wheeler &amp; Sands, Inc.</b><br>P.O. Box 66<br>Columbiana, OH 43943 | <b>X</b>        | <b>\$ 269,941.10</b> |

**Engineer's Estimate - \$315,778.00)**

Present for the bid opening were Engineer Fred Bennett and Eric Ayres of The Times Leader.

Motion made by Mr. Probst, seconded by Mr. Coffland to turn over all bids received for the **Belmont County Engineer's Project 10-5 COUNTY HIGHWAY 56 CATS RUN ROAD RESURFACING**, to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 30, 2010.

Upon roll call the vote was as follows:

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

**ON THE MATTER OF HOLDING A "TOWN HALL"  
MEETING IN BELLAIRE ON AUGUST 19, 2010**

Motion made by Mr. Coffland, seconded by Mr. Probst to hold a "Town Hall" meeting at 7:00 p.m. on Thursday, August 19, 2010, in the Council Chambers of the Bellaire City Building and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

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

**ON THE MATTER OF THE VACATION OF  
A PORTION OF YORK TOWNSHIP ROAD 131  
(BRICE BAKER ROAD) YORK TWP.,  
SECTION 11, T-4, R-3/RD IMP 1105-HEARING CONTINUED**

[BEL. CO. COMMISSIONERS  
[COURT HOUSE  
[ST. CLAIRSVILLE, OH 43950  
[DATE August 4, 2010

Motion made by Mr. Coffland, seconded by Mr. Probst to continue the hearing for **Road Improvement 1105** for the vacation of York Township Road 131-Brice Baker Road) at 11:15 a.m., Wednesday, August 18, 2010, and to send the required notification RC 5553.04.

**NOTICE OF PUBLIC ROAD HEARING**  
***C O N T I N U E D***  
***Revised Code Sec. 5553.05***

**ORDER OF ADVERTISING FOR BIDS FOR  
ENGINEER'S PROJECT 10-7 EMERGENCY REPAIR  
7.5 PIPE CREEK**

Resolution made by Mr. Coffland, seconded by Mr. Probst to advertise for bids for the Belmont County Engineer's Project 10-7 Emergency Repair BEL-54-4.75 Pipe 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.

*Advertising Sources: OPWC and MVGT*

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

Bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County, Ohio, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:15 A.M. (Local Time) Wednesday, August 25, 2010** for furnishing materials and equipment to complete for the Belmont County Engineer, the following project known as **PROJECT 10-7, BEL-54-4.75 PIPE CREEK REPAIR 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. Monday through Friday.

Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows: 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 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 Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

The bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be approved by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and proceeds with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends that this project must be completed by December 17, 2010.

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

**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.**

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

The bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. "The Belmont County Board of 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 Board of 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. The Board of Commissioners 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

**Order Advertisement: Two (2) Mondays: August 9, 2010 and August 16, 2010**

Roll call the vote was as follows:

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

**ORDER OF ADOPTING RESOLUTION EMPOWERING  
ENGINEER ON BEHALF OF THE COMMISSIONERS TO ENTER  
CONTRACTS WITH THE DIRECTOR OF ODOT TO COMPLETE**

August 4, 2010

Expenses are determined by the State and FHWA to be not necessary for the State's project, the County shall contribute 100% of those items.

**PID No. 88042**

**ACTION IV- Utilities and Right of Way Statement**

The LPA grants permission to the Director of the Ohio Department of Transportation to acquire in the name of the LPA all necessary equipment required for the described project.

The LPA agrees to be responsible to ensure that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR and the ODOT Utilities Manual.

**ACTION V- Maintenance**

Upon completion of the project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions necessary, for the maintenance of the project; (3) maintain the right of way, keeping it free of obstruction, and; (4) hold said right of way in violation for public highway purposes.

**ACTION VI- Authority to Sign**

The County Engineer of said Belmont County is hereby empowered on behalf of the Board of County Commissioners of Belmont County to enter into contracts with the Director of Transportation necessary to complete the above described project.

Witnessed: August 4, 2010

Witnessed: Jayne Long /s/ Clerk

Charles R. Probst, Jr. /s/ Belmont County Commissioner

Witnessed: Jayne Long /s/ Clerk

Matt Coffland /s/ Belmont County Commissioner

Witnessed: Clerk

Belmont County Commissioner

This Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect from and after the earliest period allowed by law.

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: MALL INTERCHANGE PROJECT** – Mr. Coffland explained this project will be done in Four Phases: (1) road striping (which is being done now); then traffic signals and extending a turn ramp going westbound on I-70 near Denny's. He stated this is an ODOT project and not county. Engineer Fred Bennett stated that when ODOT works on a county road, even when paying for it 100%, they need to get the county's permission.

**ON THE MATTER OF BID OPENING FOR THE ENGINEER'S PROJECT 10-6 RESURFACING VARIOUS TOWNSHIP ROADS IN PEASE, PULTNEY, UNION & WAYNE TOWNSHIPS**

This being the day and 11:15 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's Project 10-6 RESURFACING VARIOUS TOWNSHIP ROADS in Pease, Pultney, Union & Wayne Townships, they present the following bids:

| NAME  | BID BOND | BID AMOUNT    |
|---|----------|---------------|
| <b>Brush Paving, Inc.</b><br>PO Box 296<br>Columbiana, OH 43916 | X        | \$ 352,207.35 |
| <b>McKelvey &amp; Sands, Inc.</b><br>PO Box 66                  | X        | \$ 321,959.00 |

**ATTER OF AUTHORIZING THE SIGNING  
NECESSARY DOCUMENTS FOR PAY REQUEST #10/  
MOUNTAIN VIEW ROAD WATERLINE EXTENSION PROJECT**

Resolution made by Mr. Coffland, seconded by Mr. Probst to authorize Commission President Ginny Favede to sign the necessary documents on behalf of the Board of Commissioners for Pay Request #10 in the amount of \$131, 959.66 for the Mt. Victory Road Waterline Extension Project Phase I, based upon the recommendation of Hammontree & Associates, Ltd., Project Engineer and Mark Esposito, Director of Belmont County Sanitary Sewer District, as follows:

**Water Supply Revolving Loan Account Fund Payment Request**

Account #FS390488-01

**Technical Services:**

|                         |    |          |
|-------------------------|----|----------|
| Construction Management | \$ | 192.00   |
| Inspection              |    | 8,790.50 |

**Construction:**

|                          |    |            |
|--------------------------|----|------------|
| West Virginia Excavating | \$ | 122,977.16 |
| Request Total            | \$ | 131,959.66 |

On roll call the vote was as follows:

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

**ATTER OF QUARTERLY TOURISM REPORT  
FOR THE MONTHS OF MAY AND JUNE 2010**

Commissioner "Doc" Householder, Executive Director, spoke of the various activities he has been involved in for the past three months. He continues to place brochures regarding things to do in Belmont County throughout the county. He said the Rubberneck Tour was successful this year but it is hoped to get more people involved and bring it back next year. Tourism requested \$50,000.00 of their funds to be used for the James E. Carnes Center and discussed donating \$3,000.00 a month for their new manager's position. Doc announced that the new manager, Orris, has been hired as the new manager. It was reported that the motels in this area are doing well with 80% occupancy.

Commissioner Probst thanked Doc for his years of helping at the Carnes Center and for managing it. He noted there were some tough times before and after the center was built and Doc took care of a lot of the problems, scheduled caterers and events. Mr. Probst said he did "one heck of a job and would like to see you state that."

It was reported that camping fees at the Jamboree in the Hills took in about \$18,000.00. They have brought in about that amount for the last year. After expenses are paid, they have an agreement to split that with the Fairboard.

**ATTER OF APPROVING AND SIGNING THE  
AMENDMENT TO THE LETTER OF ARRANGEMENT DATE  
FOR 2010 WITH THE AUDITOR OF STATE/BCDJFS**

Resolution made by Mr. Coffland, seconded by Mr. Probst to approve and sign the Amendment to the Letter of Arrangement date for 2010 with the Auditor of State in the amount of \$3,500.00 for additional audit procedures to complete the seven Department of Job Services single audit grant requirements as follows:

|                         |    |            |
|-------------------------|----|------------|
| Cost of this amendment: | \$ | 3,500.00   |
| July 24, 2010 Amendment |    | 24,500.00  |
| Previous fee estimate   |    | 89,500.00  |
| Revised fee estimate:   | \$ | 117,500.00 |

On roll call the vote was as follows:

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

**ATTER OF ENTERING INTO A RENEWAL  
CONTRACT ON BEHALF OF BCDFS WITH  
CONSULTANT REBECCA SAFKO/WIA AREA 16 FISCAL SERVICES**

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

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Elected Official for the area.

Workforce Investment Board

The Workforce Investment Board (WIB), as required by the Workforce Investment Act (WIA) is appointed by the county commissioners in each county in Area 16. The WIB membership is as outlined by the WIA and the Ohio Revised Code. The WIB advises the COG approves Area 16 policies and providers.

Youth Council

The Youth Council is a committee of the WIB that advises them on youth workforce issues for Area 16.

Performance

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

Proportional payment

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

Services

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

WIA

WIA is the Workforce Investment Act.

**SCOPE OF WORK**

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

**A. Contractor Responsibilities**

1. Contractor shall provide the following fiscal services to Workforce Area 16: act as liaison between Area 16 and federal monitors and auditors; performance of cash flow forecasting; weekly draw requests; monthly up review County's funding requests; reconcile funds with counties' monthly reports; maintain WIA Area 16 financial documentation; provide technical assistance to counties as necessary; perform fiscal monitoring in each county; prepare and present fiscal reports to the COG and the WIB; act as liaison between ODJFS, Area 16 and individual counties; assist counties with WIA A-133 audits as needed; assist with WIA Area 16 A-133 audits; maintain WIA financial documentation; prepare quarterly One Stop MOU cost sharing invoices; prepare Area 16 01992 forms and submit in detail as requested and other fiscal duties as requested by the fiscal agent; complete close-out procedures; make recommendations on reporting, internal controls, etc., as needed; attend and report to the COG and/or WIB (or visit each county at least twice.
2. Contractor must be trained to use the Area Consolidation and Reporting System (ACRS) software. ACRS is used for cash flow forecasts, weekly draw requests, monthly financial uploads, maintaining and monitoring allocations, and WIA funding source and reporting financial information to Area 16. Contractor must develop an understanding of the various reports in ACRS and share the reports with each county in the area by pdf. file each month.
3. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repay any funds paid pursuant to this contract for services not performed as required herein.
4. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

#### **AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act Funds (CFDA # 17.258, #17.259, and #17.260). In no event shall the amount of reimbursement to Contractor under terms of this contract exceed **\$24,737.50**.

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

#### **ALLOWABLE COSTS**

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

#### **BILLING, PAYMENT AND COSTS**

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

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that a partial payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.

**Becca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$24,737.50.**

#### **NO DUPLICATE BILLING**

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

#### **CONTRACTOR RESPONSIBILITY AND REPAYMENT**

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit agency directly related to the performance of this contract. Audits may be conducted using a "sampling" method. Areas to be reviewed using sampling method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

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

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

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

#### **DISPOSITION OF ASSETS**

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

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

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

#### **VIII COMPLIANCE**

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

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

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

#### **IX RELATIONSHIP**

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

#### **X ASSIGNMENTS**

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

#### **XI SUBCONTRACTS**

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

#### **XII INTEGRATION, MODIFICATION AND AMENDMENT**

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

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

#### **XIII TERMINATION**

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

#### **XIV BREACH OF CONTRACT**

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

#### **XV WAIVER**

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

#### **XVI INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against and



- B. Perform desk reviews of information/reports/invoices of Belmont County Community Action Commission.
- C. If necessary, act as Liaison between state and federal programs/fiscal monitors and respond to the resulting reports, subject to BCDJFS approval.
- D. Submit report to BCDJFS for on-site monitoring performed and any findings on desk reviews. Once reviewed by BCDJFS, distribute to the agency reviewed.
- E. Provide technical assistance for any deficiencies noted at the on-site visits or during the desk reviews.
- F. Provide invoicing of actual costs incurred. (See Considerations)

**THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AGREES TO PROVIDE THE FOLLOWING:**

- A. BCDJFS agrees to cooperate and collaborate with the Contractor to plan, implement and monitor the provision of services under this agreement.
- B. BCDJFS agrees to maintain communication with the Contractor on TANF Summer Youth, and related activities.
- C. BCDJFS agrees to review reports submitted by the Contractor prior to distribution to effected subcontractors.

**CONSIDERATION:**

Hourly rate will be \$40/hour x 10 hours = \$400 and up to \$200 in supplies and travel. Total not to exceed \$600.  
 Contract shall be valid on date approved by Belmont County Commissioners through August 31, 2010. All Contractor billings submitted by September 15, 2010.  
 Payment by BCDJFS shall be submitted for payment within 15 days of receipt of correct invoice.

**CONTRACTOR OBLIGATIONS**

The Contractor shall abide by Federal, State, and Local laws, ordinances, regulations, and/or guidelines and any additions, deletions and amendments thereto.  
 The Contractor shall not perform in any way inconsistent with the terms of this contract except as approved, in writing, by the BCDJFS. No adjustment in the services to be provided may not be made without prior approval of the BCDJFS and/or County Commissioners.

**TERMINATION**

Either party upon thirty (30) days written notice may terminate this contract for any reason.  
 The Contractor agrees that if the BCDJFS can document evidence that the Contractor failed to comply with the terms of the contract, BCDJFS has the right to cancel the contract upon the delivery of written notice of said non-compliance to the Contractor. The Contractor agrees that if breach of contract can be documented, the BCDJFS reserves the right to legal, administrative, and contractual remedies. Cancellation of the contract, for any reason, shall not relieve either party of any financial obligation owed to the other which occurs before or during the course of the contract.

**CONFIDENTIALITY**

The Contractor agrees that none of its employees, agents or assignees involved in performing the terms and conditions of this agreement shall disclose any information, systems, records, or other materials of a confidential nature, for any purpose than to fulfill the contractual duties herein or other duties imposed by law. The Contractor agrees to be bound by the same standards of confidentiality that apply to the employees of BCDJFS and the State of Ohio.

**RECORDS AND AUDITS**

The Contractor agrees to maintain all documents, and other evidence pertaining to the cost, expenses and records of this Contract to the extent such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this contract, and will follow State of Ohio and Federal record retention policies regarding disposal.

**SIGNATURES**

|   |             |
|---|-------------|
| <u>Dwayne D. Pielech /s/</u>                                | 8-2-10      |
| <b>Dwayne D. Pielech, Director</b>                          | <b>Date</b> |
| <b>Belmont County Department of Job and Family Services</b> |             |
| <u>Charles R. Probst, Jr. /s/</u>                           | 8/4/10      |
| <b>Belmont County Commissioner</b>                          | <b>Date</b> |
| <u>Matt Coffland /s/</u>                                    | 8/4/10      |
| <b>Belmont County Commissioner</b>                          | <b>Date</b> |
| <u>Belmont County Commissioner</u>                          | <b>Date</b> |
| <u>R. Safko /s/</u>   | 8/4/10      |
| <b>Rebecca Safko</b>  | <b>Date</b> |

restaurants and other businesses coming as a result. Mr. Coffland questioned if there is enough water pressure to supply the park with fire protection. Mayor Michelli said with a 12" line, they may need a tank. Mr. Coffland questioned if there would be a cost to the county if enough water supply to meet demand is not provided through the grant. Mayor Michelli said he couldn't say now. Mr. Coffland stated he would like to see the study. He said the Director and Project Manager for the Sanitary Sewer District's current plan won't meet the needs for park businesses. Mr. Probst said Mr. Coffland was talking hypotheticals as it depends on what businesses locate there. Mr. Coffland asked what types of businesses it could support. Mayor Michelli said food processing, retail, warehouses. He said Poggemeyer engineers are performing the study.

Mr. Hord questioned if the Port Authority could seek other funding sources. Mr. Coffland said that was discussed last week whether the Port Authority could pay for a portion of operations and the county would fund \$60,000.00. He said he wasn't sure the municipalities could do that when the county is already asking them for Stormwater and GIS funding. Mr. Hord asked if the CIC and PA could be combined as they were in the 1970's. Mr. Coffland said, "we asked that in January 2009 and they are still 2 separate entities." Mayor Michelli suggested the Port Authority funding should be performance based through a contract. Mr. Coffland said he has brought that up