

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, Charles R. Probst, and Gordie W. Longshaw, Commissioners and Darlene Pempek, Clerk of the Board. Minutes of the meeting of April 6, 2005, were read, approved and signed.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED, FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING TAPE 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 Mr. Probst, seconded by Mr. Longshaw, 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.

Claim of	Purposes	Amount
A-Walden Book Co., Inc.	Training books/GIS Projects-General	211.10
Tobias Stidd	Probation mileage-General	162.00
County Loss Control Coord. Assoc.	Member dues/Bill, Mae-General	135.00
Ohio Regional Development Co.	Registration fee/C. Probst-General	25.00
Ohio Mid-Eastern Government Assoc.	Registration fees-General	30.00
CORSA	CORSA costs-General	366,185.00
Sheraton Cleveland City Center	Spring conference/Magistrate-General	221.63
C-Kelly's at Suite II	Remodeling-Probate Court	112.50
N-St. Clair Lumber	Supplies-Thoburn Church (Annex III)	45.50
O-Ohio Dept. of Development	Note payment-Fox Commerce Park	17,940.00
P-Buckeye Exterminating	March service/Eastern Court-Satellite Building	35.00
Bridgeport Water Department	March service/WW#1/BCSSD	18,535.83
S-Belmont Senior Services	April 2005/2 nd billing-In Home Care Levy	334.74
Belmont Senior Services	April 2005/3 rd billing-In Home Care Levy	38,228.78
Belmont Senior Services	March 2005/8 th billing-In Home Care Levy	26,410.37
Matthew Bender & Co., Inc.	Criminal Handbook-Northern Division Court	50.45
AT&T	Long distance service-Common Pleas Court	91.78
Maximus, Inc.	Services & travel-Eastern Division Court	1,054.95
Sommer Stenographic Services	Court reporting services 4/5/05-Western Div Crt Gen Spec Proj	75.00

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

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the Recapitulation of Vouchers dated for April 13, 2005 as follow:

FUND	AMOUNT
GENERAL	\$5,936.63, \$7,790.82, \$5,735.20, \$50,570.71
GENERAL/CHEST CLINIC	\$121.48
GENERAL/EMA	\$2,712.71, \$57,068.00
GENERAL/ATTORNEY FEES	\$6,862.31
GENERAL/SHERIFF'S	\$14,940.84
B-DOG KENNEL	\$3,609.64
H-LITTER CONTROL	\$235.56
PARK HEALTH CENTER/COUNTY HOME	\$76,197.60
BCDJFS/PA	\$21,391.99, \$2,772.01, \$1,427.34, \$2,728.54, \$750.00, \$857.62, \$63,329.13
BCDJFS/CHILDREN SERVICES	\$1,593.84, \$56,409.08
BCDJFS/WIA	\$69,676.28
J-REAL ESTATE ASSESSMENT	\$28,765.26
K-ENGINEER'S MVGT	\$51,493.31, \$4,151.47
P-OAKVIEW ADMIN BUILDING	\$204.96
WESTERN DIVISION COURT	\$1,384.50

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Thomas	Yes
Mr. Longshaw	Yes

IN THE MATTER OF APPROVING
TRANSFERS OF FUNDS FOR THE VARIOUS COUNTY DEPARTMENTS

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the transfer of funds for the various county departments as follows:

BELMONT COUNTY GENERAL FUND

FROM	TO	AMOUNT
A401-A11 Other Expenses	A014-A01 County Ins, Pensions, Tax	\$5,000.00

BHJD DETENTION HOME S33

FROM	TO	AMOUNT
S033-S44 PERS/STRS	S033-S47 Hospitalization	\$3,500.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Longshaw	Yes
Mr. Thomas	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BELMONT COUNTY Y21 UNCLAIMED MONEY FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas 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 January 4, 2005

Y21 Unclaimed Money Fund

Y021-Y02 Unclaimed Money \$40,000.00

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes
Mr. Longshaw Yes

**IN THE MATTER OF REQUESTING
CERTIFICATION OF MONIES**

Motion made by Mr. Thomas, seconded by Mr. Probst requesting certification of monies by the Budget Commission as follows:

GENERAL FUND: \$7,142.70 PAID IN January, February and March 2005-Common Pleas Court Probation fees
\$4,620.70 Paid in March 30, 2005 into A045-A00 Refunds & Reimbursements-Reimbursement from DJFS/chargeback
for prescription costs for 2004-2005 plan year

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

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

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

JUVENILE/PROBATE COURT: Jennifer Shunk and Kelly Carter, Probations Officers and Dave Carter, Drug Court Program Coordinator, to travel to the 24th Juvenile Probation & Justice Management Conference on May 15-18, 2005.

Estimated expenses: Conference-\$375.00 X3 = \$1,125.00
Airfare: \$266.30 X 3= \$799.90
Lodging: \$89.00/per night per person x 5 nights x 2 rooms - \$890.00
Meals: Costs will be kept in accordance with County Policy
Payment: There will be no expenses billed to the General Fund

Expenses for airfare and lodging to be reimbursed in advance.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

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

Motion made by Mr. Probst, seconded by Mr. Thomas to execute payment of Then and Now Certification dated April 6, 2005 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. Thomas Yes
Mr. Longshaw Yes

**IN THE MATTER OF AUTHORIZING
AUDITOR JOSEPH PAPPANO TO ESTABLISH
A NEW FUND FOR THE BELMONT COUNTY
EMERGENCY MANAGEMENT AGENCY**

Motion made by Mr. Thomas, seconded by Mr. Probst authorizing Belmont County Auditor Joseph A. Pappano to establish a new fund for the Belmont County EMA entitled:

HAZARD MITIGATION GRANT 2004 FUND

The following line items are needed:

- Contract Services
- Transfers In

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

OPEN PUBLIC FORUM

Ed Jaguki, resident of the county, said he had two items to discuss, "It is very good to see three commissioners at our lead table taking care of county business. Hopefully it can remain that way. With that, I withdraw my offer to fill the vacancy. I started coming to meetings a while back because of the status of the jail and the sheriff residence, and I realize with all the problems we've had in the County with the rains and slides and slips and whatever, that project has taken some kind of a backseat. I was just wondering what is the basic objective for setting up open forum with the public-what we really want to do with that thing, one way or another. Do we have any kind of time table set?"

Commissioner Thomas said, "We do not have a time table, sometime this year. We will keep you posted on that. It really has taken a secondary position because of all the aforementioned issues. We will discuss that issue, we will keep you posted, whether you are here or not here, through some sort of press release when that comes to fruition." Commissioner Longshaw stated he did not currently have a comment to add.

Mike Bianconi asked if the Board had any intentions of auctioning either the Mediterranean Building or the Burech Building. Commissioner Thomas said, "No on both. I had a call. First on the law building, it was not the intent of the Commissioners to buy it and three months later turn around and auction it. As I think you well know, we have a myriad of physical facilities issues. We were currently just down there one day last week, looking at that building, talking with various elected officials about their physical facilities issues. Until those physical facilities issues are resolved, it is my opinion that we continue to look at ways of saving money and that is with rental cost.

OPEN PUBLIC FORUM (con'td)

As far as the Mediterranean goes, I had another contact one day last week from a realtor for another party who was interested in looking at that building for the purpose of purchasing it. They are coming in from the Cleveland area, I think this week or next week, to look at the building. That is the status of that. If that doesn't materialize, that building is lumped in with the law building, the church, the old jail, Oakview, Eastern Court, all of those issues, as we try to develop a physical facilities plan. So at this point, that is why I say there are no plans to auction either property in my mind." Commissioner Probst said, "When the Burech building was put up for sale, I was not totally opposed to purchasing it. I had had discussions with Commissioner Olexo at that time and Commissioner Thomas. Some of the things we talked about was possibly moving the title office into that building and saving about \$2,600.00 per month in rent that we pay Mr. Kaczmar to rent the title office. I was not totally prepared to move forward on the building. I had asked that we have a purpose for the building, do a study on the building, to see in the long run what was going to be best for the county. One of the things that I had asked was possibly getting an architect to check the structure of the building to see if it was going to hold the weight of the files from the title office. And also what renovations would have to be made and what the cost was going to be for the county. I believe there is a purpose for the building. In my mind, I just wish we would have had a plan set in place before we made the purchase." Commissioner Longshaw said, "I wasn't involved in either one of these purchases. Whether it is the Mediterranean-and I see it just sitting there-we could use that Mike, in terms of at least storage or some other function, or put it out there for somebody to buy it. It is sitting out there and it is an issue, there is no doubt about it. The building here, the Burech facility can be used, like Chuck said, which part of the departments we can put in there. That is what we are looking at as a matter of fact this afternoon, take another look at it." Mike Bianconi asked if the Board hadn't recently hired a company to do a needs study in regards to county office space. Commissioner Thomas said, "That initial part is complete. That was a physical facility study and we defined every spot that we either rent or own, defining all the physical space within the facility and that is all within a master plan. That was step one and that is where it has ended now. McCall-Sharp Architects out of Urbana, Ohio did that initial study."

Mr. Art Thompson commented on the ongoing problem with litter in the county stating, "I don't understand what or why the county can't do something about it, I really don't." Commissioner Probst asked for an update regarding county prisoners doing road cleanup. Commissioner Thomas said, "I asked the Sheriff. Art, I am telling you I have the perfect solution. I brought it up back in January with a House Bill that was passed last fall. I spoke with the Sheriff about it and asked him to do whatever he needed to do and get back with us about taking the county prisoners out into the field, similar to what the state does on state roads, and to pick up trash. He was receptive to the idea, however he has not come back to us to say, 'I am ready to do it.' Now we can't force him to do it. One of the things that I know we can do, but he has to work with the Commission, he has to work with the Solid Waste District Board. If he comes to the Commissioners and says, 'I will be agreeable to have those prisoners go out and pick up trash on county roads.' Then I would present the cost of such program, if you will, to the Solid Waste District to see if I can get approval for the added cost to the department from the salaries to the transportation etc., because quite frankly, that may be a plan that the EPA would approve under the Solid Waste Management Plan. But you have to understand that we have got to have cooperation from the Sheriff and at this point the only thing we can do is contact him again and ask him if he will be amenable to the project." Commissioner Thomas continued, "With the funding sources in the crisis that we are in now, that is the only way that we would see it getting done sooner than later."

**IN THE MATTER OF BID OPENING
FOR REPLACEMENT OF ENTRY DOORS
AT BARNESVILLE MANOR/CDBG PROJECT**

BID OPENING

This being the day and 10:45 A.M. being the hour that bids were to be on file in the Commissioners' Office for the replacement of entry doors at Barnesville Manor, Barnesville, Ohio, a Community Development Block Grant Project, they proceeded to open the following bids:

NO BIDS RECEIVED

Present for the bid opening were A.C. Wieth, Program Specialist Management Services, Bel-O-Mar Regional Council; Eric Ayres, Times Leader; Gabe Wells, Intelligencer.

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of April 6, 2005.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

**IN THE MATTER OF APPROVING AMENDMENT TO THE
POWER PATH ASSESSMENT PROGRAM CONTRACT
ON BEHALF OF BCDJFS**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to amend the contract on behalf of the Belmont County Department of Job and Family Services with Mid-East Career and Technology Centers for services to be provided relative to the Power Path Assessments for Ohio Works First participants. Mid East is the provider of GED and Adult Education for Belmont County as determined by the Ohio Department of Education.

Note: The amendment changes the initial billing schedule established in the original contract. ODJFS is now allowing DJFS to carry the funds past June 30, 2005

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services

Power Path Contract

Contract Amendment

4-6-05

Changes are in bold and italicized. Changes are effective upon execution of all signatures.

IV DEFINITIONS

Delete the following:

Enrollment Fee

The Enrollment Fee for the Power Path Assessment is a per person rate that includes the cost of testing material, staff to administer the test and other costs associated with providing the service.

V SCOPE OF WORK

E. Performance Reporting

Delete the following:

Contractor will charge an enrollment fee of \$75.00 per person to receive services through the Power Path Assessment Program. Contractor will submit a one time invoice for 325 participants. The invoice must be received no later than June 1, 2005.

Add the following:

Contractor will complete a monthly invoice and provide to the Purchaser the itemized invoice for services provided. The invoice is due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

VI AVAILABILITY OF FUNDS

Delete the following:

Purchaser shall pay an enrollment fee of \$75.00 per participant for 325 participants to cover the cost of this contract. Total enrollment fees of \$24,375.00 will be paid prior to June 30, 2005. Services will be provided until June 30, 2006. After the expiration of the contract there will be a reconciliation of funds and if the contractor has not served 325 participants, any unused funds will be returned to the contractor.

Add the following:

Contractor shall bill on a monthly basis for Power Path and state on the invoice the number of people receiving services and the amount to be paid. Purchaser shall pay \$75.00 per person for up to 325 people that receive Power Path. Services will be provided until June 30, 2006.

XXXVIII SIGNATURES

<u>Dwayne Pielech /s/</u>	<u>4/11/05</u>
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<u>Mark A. Thomas /s/</u>	<u>4/13/05</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>4/13/05</u>
Belmont County Commissioner	Date
<u>Gordie W. Longshaw /s/</u>	<u>4/13/05</u>
Belmont County Commissioner	Date
<u>Robert Guentter, Jr. /s/</u>	<u>4/6/05</u>
Robert Guentter, Jr.	
Director, Mid-East Career and Technology Centers	Date
<u>Charney K. Fitz /s/</u>	<u>4/6/05</u>
Charney K. Fitz	
Coordinator, Adult Basic and Literacy Education	Date
Approved as to form:	
<u>Chris Berhalter /s/</u>	<u>4/11/05</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

IN THE MATTER OF LIQUOR PERMIT FOR GARNICA'S INC., UNION TOWNSHIP, BELMONT, OHIO

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following request for a transfer of a D5 Liquor Permit:

LIQUOR PERMIT

The Board this day approved the request for a transfer of a D5 liquor license, B TRFO 3052799-0005, from RDN Enterprises, LLC: DBA Kelly's Steak House 42478 National Road, Union Township, Belmont, Ohio 43718 to GARNICAS, Inc. 42478 National Road, Union township, Belmont Ohio 43718, and the Clerk is hereby authorized and directed to sign the form and return it to the Ohio Department of Liquor Control, Reynoldsburg, OH 43068.

There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

Note: A D5 liquor license is for spirituous liquor for on premises consumption only, beer and wine for on premises and off premises in original sealed containers until 2:30 a.m.

IN THE MATTER OF LIQUOR PERMIT FOR G&K'S TAVERN, RICHLAND TOWNSHIP, GLENCOE, OHIO

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following request for a New D3 Liquor Permit:

LIQUOR PERMIT

The Board this day approved the request for a NEW D3 liquor license, B New 2977627, for G & K's Tavern, LLC, DBA G&K's Tavern, 50101 Glencoe Stewartsville Rd, First Floor, Richland Township, Glencoe, Ohio 43928, and the Clerk is hereby authorized and directed to sign the form and return it to the Ohio Department of Liquor Control, Reynoldsburg, OH 43068.

There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

Note: A D3 liquor license is for spirituous liquor for on premises consumption only until 1:00 a.m.

IN THE MATTER OF APPROVING STATE APPALACHIAN GRANT PROGRAM GRANT AGREEMENT #A-04-007-1 FOR BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY EXPANSION PROJECT

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign State Appalachian Grant Agreement # A-04-007-1 by and between the Belmont County Commissioners and the State of Ohio Department of Development for the period of April 4, 2005 and ending December 4, 2006.

Note: This grant is in the amount of \$68,326.00 for the proposed expansion of the Emergency Management Agency facility. The approximate 4,000 square foot addition will be constructed onto the existing EMA building. The additional space will be able to accommodate room for all appropriate agencies such as the Health Department, Fire/EMS, law enforcement, the American Red Cross and the Emergency Planning Committee. This project will be funded in partnerships with FEMA/ OEMA and county funds. Total project cost is \$341,628.00 - Belmont County has been awarded a grant through the Ohio EMA in the amount of \$136,651.00 - the balance will be paid from the Capital Project Reserve Fund.

April 13, 2005

**STATE OF OHIO
GOVERNOR'S OFFICE OF APPALACHIA
STATE APPALACHIAN GRANT PROGRAM
GRANT AGREEMENT**

FTI NUMBER: 346000236

GRANT NUMBER: A-04-007-1

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and **Belmont County**, located at **Courthouse, 101 W. Main Street, St. Clairsville, Ohio 43950**, (hereinafter variously referred to as the "Grantee"), for the period beginning **April 4, 2005** and ending **December 4, 2006**.

BACKGROUND INFORMATION

- A. Amended Substitute House Bill No. 95 of the 125th General Assembly has provided for an appropriation of funds to the Grantor.
 - B. Pursuant to Amended Substitute House Bill No. 95, the Grantor, through the Governor's Office of Appalachia, is to utilize these funds to provide financial assistance to projects in Ohio's Appalachian counties in order to further the goals of the Appalachian Regional Commission.
 - C. As required by Amended Substitute House Bill 95, the Grantee has met Appalachian Regional Commission eligibility requirements.
 - D. The Grantee has submitted an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Projects.
- NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. **Grant of Funds.** The Grantor hereby grants funds to the Grantee in the amount of **Sixty-Eight Thousand Three Hundred Twenty-Six Dollars and no cents (\$ 68,326)** (the "Funds"), for the sole and express purpose of providing for the performance of the **State Appalachian Grant Program** and shall undertake the Projects as set forth in Attachment A, "Scope of Work", which is attached hereto and made a part hereof (the "Project"). The grant of Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
2. **Scope of Work.** The Grantee shall undertake the Projects and activities as set forth in Attachment A. The Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Grantee concerning the performance of the work described in this Agreement. Within thirty (30) days, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the Project contemplated under this Agreement.
3. **Use of Funds.** The Grantee shall use the Funds solely for the stated purposes set forth in this Agreement. Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, evidencing the costs incurred, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference. If the Grantee does not expend the Funds in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Funds exceeds the eligible costs of the Project, the Grantee shall return the amounts improperly expended or not expended to the Grantor within thirty (30) days after the expiration or termination of this Agreement. The Grantee shall not pledge the Funds as security for any loan or debt of any kind other than that described in this Agreement. The Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.
4. **Term.** The parties agree that the term of this Agreement shall be as stated in the opening paragraph of this Agreement. The Grantee shall not incur any expenses to be reimbursed with the Funds except during the term of this Agreement.
5. **Payment of Funds.** The Grantor shall make payments of Funds to the Grantee upon the Grantee's timely submission to the Grantor of a "Request for Payment and Status of Funds Report." The Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Funds.** The Grantee shall maintain separate records of all project funds (grant funds and matching funds) expended and an accounting system that provides documentation supporting receipt and expenditure of all Funds. Grantee's documentation shall include canceled checks, bank statements, timesheets, payroll disbursement journals; cash receipt journals, vendor invoices, and vouchers. Grantee's failure to comply with these requirements shall allow Grantor to withhold payment allocation requests until such compliance is demonstrated.
7. **Reporting Requirements.** The Grantee shall submit to the Grantor the reports required in Attachment C. The Grantee shall submit to the Grantor a final narrative report detailing the results of the Project and the total expenditure of the Funds.
8. **Grantee Requirements.** The Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.
9. **Records, Access and Maintenance.** The Grantee shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports and all other relevant information. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project, the Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.
10. **Inspections.** At any time during normal business hours upon three (3) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.
11. **Audits.** The Grantee shall ensure that the Funds are audited according to the requirements of Attachment E, "ODOD Grant Administration Guidelines-Audits."
12. **Equal Employment Opportunity.** The Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. **Prevailing Wage.** In accordance with the Ohio Revised Code Chapter 4115, Construction projects involving Ohio grant funds may require the payment of prevailing wage for workers involved in any construction activity on the project property during the course of construction of the defined project. The Ohio Department of Commerce, Bureau of Wage & Hour, will make any final determination on the matter of payment of Prevailing Wage. If it is determined by the Ohio Department of Commerce, Bureau of Wage & Hour, that the payment of prevailing wage is required, then in accordance with Ohio Revised Code Section 4115.071, the Director of Development shall designate a Prevailing Wage Coordinator who shall be vested with all the powers, duties and responsibilities required by law of a Wage Coordinator during the life of the grant. The parties agree that it is the responsibility and the duty of the Grantee to comply with all prevailing wage requirements as set forth in O.R.C. Chapter 4115, and which may be lawfully imposed by the Prevailing Wage Coordinator.
14. **Property and Equipment Purchases.** All items purchased by the Grantee are and shall remain the property of the Grantee, except if the Grantor exercises its right to terminate the Agreement pursuant to paragraph 16, in which case all property and equipment purchased by the Grantee with any Funds herein granted shall revert to the Grantor. The Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
15. **Certification of Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
16. **Termination.** The Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:
 - a. Failure of the Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - b. Failure of the Grantee to submit reports that is complete and accurate.
 - c. Failure of the Grantee to use the Funds for the stated purposes in this Agreement.
17. **Effects of Termination.** Within sixty (60) days after termination of this Agreement, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Grantor, unless otherwise directed by the

Grantor. After receiving written notice of termination, the Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, the Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

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

20. **Indemnification.** To the extent permitted under applicable law, the Grantee agrees to hold the Grantor harmless from any and all liabilities or claims caused by or resulting from Grantee's performance of the obligations or activities in furtherance of the Projects and Scope of Work. To the extent permitted under applicable law, the Grantee will reimburse the Grantor for any judgments arising from Grantee's actions or inactions, which may be obtained against the Grantor, including, but not limited to, judgments for infringements of patents or copyrights. To the extent permitted under applicable law, the Grantee agrees to reimburse the Grantor for all costs incurred by the Grantor in defending any such claims or legal actions if called upon by the Grantor to do so.

21. **Adherence to State and Federal Laws, Regulations.** The Grantee shall comply with all applicable federal, state, and local laws, regulations, directives, guidelines, approved state plans in the performance of the Project and Scope of Work. The Grantee shall accept full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement. The Grantee shall accept full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

22. **Outstanding Liabilities.** The Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. **Falsification of Information.** The Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

24. **Miscellaneous.**

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

b. **Forum and Venue.** All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

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

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

e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In case of the Grantor, to:
Ohio Department of Development
Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
2. In case of the Grantee, to:
Mark A. Thomas, President
Belmont County Commissioners
Courthouse, 101 West Main Street
St. Clairsville, Ohio 43950

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

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

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

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

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

GRANTEE:
Belmont County
By: Mark A. Thomas /s/
Title: President, Belmont Co. Commissioners
Date: 4-13-05

GRANTOR:
State of Ohio Department of Development
By: _____
Lt. Governor Bruce Johnson- Director of Development
Date: _____

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Longshaw Yes
Mr. Probst Yes

April 13, 2005

**IN THE MATTER OF ADVERTISING
FOR BIDS FOR PROJECT 05-4-86-3.78 SLIP REPAIR PROJECT
(COUNTY HIGHWAY 86 PUGH RIDGE ROAD)/ ENGINEER'S**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the request of the Belmont County Engineer to advertise for bids for Project: 05-4-86-3.78 Slip Repair Project and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: This project is for the repair of County Highway 86 (Pugh Ridge Road) and will be funded by FEMA, OEMA and MVGT. This is to repair damage caused by Disaster 1507 (January 2004)

**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, May 4, 2005** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer Department Project 05-4-86-3.78 Slip repair Project (County Highway 86 Pugh Ridge Road) 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:

Said contract will be let to the lowest and best responsible bidder in accordance with the resolution adopted by the Belmont County Board of Commissioners listing bidding factors. The owner reserves the right to award a contract to that bidder which is in the best interest of the County.

All work done under this contract shall be subject to all State requirements concerning the payment of prevailing wage rates.

No bidder may withdraw his bid within 60 days after the actual date of the bid opening.

By order of the Board of Commissioners
Of Belmont County, Ohio

Darlene Pempek /s/

Darlene Pempek, Clerk of the Board

Times Leader Advertisement: Two (2) Mondays: **April 18 and April 25, 2005**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF APPOINTMENT TO THE
OHIO MID-EASTERN GOVERNMENTS ASSOCIATION MEMBERSHIP BOARD**

Motion made by Mr. Thomas, seconded by Mr. Probst to appoint Don Pickenpaugh, GIS Director, as one of Belmont County's representatives on the Ohio Mid-Eastern Government Association (OMEGA) membership board for a one-year term.

Upon roll call the votes was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF HIRING A FULL TIME
EMPLOYEE /BELMONT COUNTY NORTHERN DIVISION COURT**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the hiring of Danielle Neavin for a full-time position as Deputy Clerk at the Belmont County Northern Division Court, based upon the recommendation of Judge Frank A. Fregiato. Ms. Neavin will be compensated at a rate of \$7.50 per hour, effective with pay period ending April 30, 2005. Ms. Neavin will serve the required one-hundred and twenty day (120) probationary period, and after the satisfactory completion will be eligible for a fifty cent (.50) per hour increase.

Note: Ms. Neavin will be filling the vacancy of Ms. Jill Kernik who has accepted a position at the Belmont County Sheriff Office.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF AWARDING THE BID FOR (4) VEHICLES FOR THE
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the purchase of two ¾ ton trucks in the amount of \$38,441.86 and two mini vans in the amount of \$32,434.18 for Belmont County Department of Job and Family Services; to Whiteside Chevrolet Olds, Inc. based upon the recommendation of Bob Roth Maintenance Superintendent, Belmont County Department of Job and Family Services.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

April 13, 2005 **NOTICE OF AWARD**

TO: **Whiteside Chevrolet Olds, Inc.
60714 National Road, St. Clairsville, Ohio 43950**

**Contract: -Two ¾ ton trucks \$38,441.86
Two mini vans \$32,434.18**

You are hereby notified that your Bid dated 4-6-05 for the above Contract has been considered. You are the apparent successful bidder and have been awarded the contract.

The Contract price of your contract is thirty eight thousand four hundred forty one dollars and eighty six cents (**\$38,441.86**) for two ¾ ton trucks - And -

Thirty two thousand four hundred thirty four dollars and eighteen cents (**\$32,434.18**)

Please sign and return this original document to the Belmont County Commissioners, 101 West Main Street, St. Clairsville, Ohio 43950
ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Whiteside Chevrolet Olds, Inc. on the 19th day of April, 2005.

By: B.G. McCulley /s/

Name and Title: B.G. McCulley, Fleet Mgr.

BY ORDER OF BELMONT COUNTY COMMISSIONERS

Darlene Pempek /s/

Darlene Pempek, Clerk

April 13, 2005

IN THE MATTER OF AWARDING THE BID FOR A VEHICLE FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Mr. Thomas, seconded by Mr. Probst to award the bid for the Belmont County Department of Job and Family Services for one 2005 car in the amount of eleven thousand eleven dollars and zero cents (\$11,011.00) to Thomas Chrysler Dodge based upon the recommendation of Bob Roth, Maintenance Superintendent, Belmont County Department of Job and Family Services.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

April 13, 2005

NOTICE OF AWARD

TO: **Thomas Chrysler Dodge**
252 East Main Street
St. Clairsville, Ohio 43950

Contract: -One 2005 Car

You are hereby notified that your Bid dated 4-6-05 for the above Contract has been considered. You are the apparent successful bidder and have been awarded the contract.

The Contract price of your contract is eleven thousand eleven dollars and zero cents (**\$11,011.00**)

Please sign and return this original document to the Belmont County Commissioners, 101 West Main Street, St. Clairsville, Ohio 43950

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Thomas Chrysler Dodge on the ____ day of _____, 2005.

By: _____

Name and Title: _____

BY ORDER OF BELMONT COUNTY COMMISSIONERS

Darlene Pempek /s/

Darlene Pempek, Clerk

IN THE MATTER OF BID OPENING FOR THE PROJECT 05-3 BEL-54-1.80 SLIP REPAIR (COUNTY ROAD 54-PIPE CREEK)/ BELMONT COUNTY ENGINEER'S

BID OPENING

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 05-3 BEL-54-1.80 Slip Repair (County Road 54 Pipe Creek), they proceeded to open the following bids:

COMPANY	BID BOND	BID AMOUNT
BBR Drilling Co. Belmont, OH 43718	X	\$85,760.00
OH-WV Excavating Co. Powhatan Point, OH	X	\$79,345.00
Gary A. Rubel, Inc. 43942 Lewisville, OH 43754	X	\$116,095.00

Motion made by Mr. Probst, seconded by Mr. Longshaw to turn all bids received for the Belmont County Engineer Project 05-3 BEL-54-1.80 Slip Repair (County Road 54 Pipe Creek) over to Fred Bennett, Belmont County Engineer for review and recommendation.

Note: This project is for the repair of County Highway 54 Pipe Creek Road and will be funded 75% through FEMA and 12 1/2 % from both OEMA and MVGT. This is to repair damage caused by Disaster 1507, January 2004.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Longshaw Yes
Mr. Thomas Yes

IN THE MATTER OF ENTERING EXECUTIVE SESSION WITH BELMONT COUNTY INSURANCE BENEFIT COMMITTEE AT 11:15 A.M.

Motion made by Mr. Thomas, seconded by Mr. Probst to enter Executive Session at 11:15 A.M. with the Belmont County Insurance Benefit Committee and Clerk pursuant to O.R.C. Section 121.22 (G)(1) Personnel exception upon adoption of the following:

RESOLUTION OF THE BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. 121.22 (G)(1); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider **compensation of a public employee;**

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider **compensation of a public employee;**

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Absent

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION WITH BELMONT COUNTY INSURANCE BENEFIT COMMITTEE AT 11:30 A.M.

Motion made by Mr. Probst, seconded by Mr. Thomas to adjourn Executive Session at 11:30 A.M. with the Belmont County Insurance Benefit Committee and Clerk pursuant to O.R.C. Section 121.22 (G)(1) Personnel exception.

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Thomas Yes
Mr. Longshaw Absent

NO ACTION TAKEN

**11:30 AGENDA ITEM: EVA LUNDER, DEPARTMENT OF DEVELOPMENT
UNDER DISCUSSION**

Eva Lunder, Director, Department of Development, distributed a press release and stated, "I have a press release for the final signing of the agreement between Belmont County and Federal Express. They had to have 180 days of due diligence, which was six months and they just completed that process so now they are ready to sign the contract. It will be bringing thirty-five new jobs to town. At the end of five years the salary will be almost forty-four thousand dollars and they have benefits...they take care of their employees very well, it is a nice living wage for people to apply for the jobs." Richard Myser, Attorney for Belmont County Community Improvement Corporation said, "Gentlemen what I have is the deed. What you will all understand as the procedure is there in the Industrial Park, we transfer the property from the county to the CIC and what I have then is the deed from the county to the CIC, then from the CIC to FedEx." Commissioner Probst said, "That is great news Eva. Anytime that jobs are provided for our citizens in the county it is always great news, especially with those types of income and benefits. That is exactly what we are looking for." Ms. Lunder said, "Also too, I might add they have been gone on to bid, and the bids have been finalized, they have selected one person to do it. They went through out the county and all the construction things that will be done by local people, architectural work and construction work. That will be providing temporary jobs for local people." Commissioner Longshaw said, "Great job! FedEx is here!" Ms. Lunder said, "They will be right on I-70 and will have a lot of visibility which I think will help us market Fox Commerce Park, when their signs are up." Commissioner Probst said, "This shows our continued effort to diversify. That is very important and I think it is on the right track to what we need to do. Very good." Commissioner Thomas said, "Eva, thank you very much and please give our regards to the CIC board also for its efforts also in working not only with the company but with us to see that this comes to fruition and we are very appreciative of that. Please pass that on." Ms. Lunder stated a groundbreaking ceremony is tentatively scheduled for May.

Press Release

Contact Person: Eva Lunder, Executive Director of the CIC
Belmont County Department of Development of the CIC
Phone 1.740.695.9678
Fax: 1.740.695.1536

E-Mail: elunder.belmontcounty@comcast.net

Web: www.aplacetogrowyourbusiness.com

For Immediate Release:

FEDEX FREIGHT ANNOUNCES PLANS TO LOCATE AT THE FOX COMMERCE PARK

St. Clairsville, Ohio, April 13, 2005—FedEx Freight, a leading provider of regional and inter-regional less-than-truckload (LTL) services in the U. S. and a subsidiary of FedEx Corp [NYSE:FDX], is finalizing a purchase agreement with the Belmont County Community Improvement Corporation (CIC) to secure a site for a new facility located at the front of the Fox Commerce Park in St. Clairsville, Ohio.

"FedEx Freight is pleased to work with the CIC situated in Belmont County," said Douglas Duncan, president and CEO of FedEx Freight. "We're confident the new facility will better serve customers' needs throughout the region." Approximately, \$2 million will be invested in the new 16-door (expandable to 32 doors), 12,000 square foot facility. FedEx Freight estimates groundbreaking for the new center will take place in mid-May 2005 with occupation to follow later in the year.

Eva Lunder, executive director of the Belmont County Department of Development of the Community Improvement Corporation (CIC), said pursuing the agreement with FedEx Freight has been more than a year of effort on the part of the CIC. "We're extremely pleased to have FedEx Freight as a new occupant in the Fox Commerce Park."

"Situated near Interstate 70 at the front entrance of the Fox Commerce Park, the new FedEx Freight site will provide more exposure for economic development in Belmont County," added Lunder. "The CIC and the Belmont County Board of Commissioners are confident that the presence of a greatly-admired Fortune 100 company will generate additional interest in the Fox Commerce Park with local companies and out-of-state developers." Commissioner Gordie W. Longshaw said, "As we continue to develop the Fox Commerce Park and other areas throughout the county, the Commission is proud to secure another new employer in the county."

Fox Commerce Park was partially funded by the U.S. Department of Commerce Economic Development Administration (EDA), as well as state, the OMEGA organization and the Belmont County Commission. Strategic development efforts at Fox Commerce Park are aimed at job creation and new investment in Belmont County.

Lunder credits the Belmont County Commissioners and Terrence Lee, President of the CIC, as well as all the CIC board for diligently working on this project. Board President Mark A. Thomas said, "The direct result of cooperation between the Commissioners and the CIC is this sale to FedEx Freight. The Commission will continue to work with the CIC to help create good jobs for our residents."

Within FedEx Corp., the FedEx Freight Segment had annual revenues of \$2.7 billion in fiscal year 2004. The Segment includes FedEx Freight, a leading U.S. provider of regional next-day and second-day and inter-regional LTL freight services.

FedEx Freight is known for exceptional service, reliability and on-time performance. Through a comprehensive network of service centers and advanced information systems, FedEx Freight provides service to virtually all U.S. zip codes, including Alaska and Hawaii. The carrier's regional and interregional LTL service is supported by a "no fee money back" guarantee on all eligible continental U.S. shipments.

Internationally, the company serves Canada, Mexico, Puerto Rico, Central and South America, the Caribbean, Europe and Asia. The FedEx Freight Segment also includes FedEx Custom Critical, North America's largest time-specific, critical shipment carrier; and Caribbean Transportation Services, the leading provider of airfreight forwarding services between the United States and Puerto Rico.

FedEx Corp. (NYSE: FDX) provides customers and businesses worldwide with a broad portfolio of transportation, e-commerce and business services. With annual revenues of \$26 billion, the company offers integrated business applications through operating companies competing collectively and managed collaboratively, under the respected FedEx brand. Consistently ranked among the world's most admired and trusted employers, FedEx inspires its more than 240,000 employees and contractors to remain "absolutely, positively" focused on safety, the highest ethical and professional standards and the needs of their customers and communities. For more information, visit the FedEx web site at www.fedex.com.

Commissioner Charles R. Probst, Jr. stated, "The Commissioners are very pleased to welcome FedEx Freight to Belmont County as they are a first class company that is a perfect fit for the Fox Commerce Park."

**IN THE MATTER OF APPROVING AND SIGNING
GENERAL WARRANTY DEED FOR TRANSFER OF
LOTS #1,2,3 AND PART OF LOT #4 OF FOX COMMERCE PARK
TO BELMONT COUNTY COMMUNITY IMPROVEMENT CORPORATION**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve and sign the General Warranty Deed for the transfer of Lots #1, 2 and 3 and the north east .904 acres of Lot 4 (totaling approximately 5.64 acres) situated in the Fox Commerce Park from the County of Belmont, by and through the Belmont County Commissioners to the Belmont County Improvement Corporation.

GENERAL WARRANTY DEED

THE COUNTY OF BELMONT, a political subdivision of the State of Ohio, by and through the Belmont County Commissioners, the Grantor, for valuable consideration paid, grants, with covenants of general warranty, to **THE BELMONT COUNTY COMMUNITY IMPROVEMENTS CORPORATION**, a non-profit corporation, the Grantee, whose tax mailing address is 117 East Main Street, St. Clairsville, Ohio 43950, the following described real property:

Situated in the Township of Richland, County of Belmont, State of Ohio, being part of the Southeast Quarter of Section 33 (T-7, R-4) and known as being all of Lots 1, 2, 3, and part of Lot 4 in Fox Commerce Park as recorded in Cabinet "E", Slide 318, of the Belmont County Plat Records. Also being part of a tract conveyed to County of Belmont, Ohio, by a deed recorded in Volume 752, Page 356 of the Belmont County Deed Records.

Beginning at a 5/8-inch iron bar found at the southwest corner of Lot 3 in said Fox Commerce Park and the true place of beginning;

1. Thence North 00° 00' 00" East along the west line of said Lots 1, 2, and 3 a distance of 470.15 feet to a 5/8-inch iron bar found;
2. Thence North 83° 03' 00" East along the south right-of-way line of County Road 84 (a variable width public right-of-way), 420.91 feet to a 5/8-inch iron bar with cap (WWS) found;
3. Thence South 54° 26' 27" East along the west right-of-way line of Executive Drive (a 60 foot public right-of-way in a Dedication Plat recorded in Cabinet "E", Slides 313-314, of the Belmont County Plat Records), 37.97 feet to a 5/8-inch iron bar found;
4. Thence South 07° 58' 47" West continuing along the west right-of-way line of said Executive Drive, 253.86 feet to a 5/8-inch iron bar with cap (WWS) found at a point of curvature (passing over a 5/8-inch iron bar found at 159.09 feet);
5. Thence continuing along the west right-of-way line of said Executive Drive on a curve to the right having a radius of 1175.92 feet, a delta angle of 11° 44' 53", a tangent of 120.98 feet, a chord of 240.69 feet, a chord bearing of South 02° 06' 57" West, an arc distance of 241.12 feet to a 5/8-inch iron bar found at a point of tangency (passing over a 5/8-inch iron bar found at 73.89 feet and 241.11 feet);
6. Thence South 05° 17' 32" East continuing along the west right-of-way line of said Executive Drive, 67.76 feet to a 1/2-inch iron bar with an H & A cap set;
7. Thence South 89° 52' 28" West a distance of 413.32 feet to a 1/2-inch iron bar with an H&A cap set;
8. Thence North 00° 00' 00" East a distance of 92.77 feet to a 5/8-inch iron bar found and the true place of beginning.

The above described tract contains 5.632 acres and is exclusive of any public right-of-way as surveyed under the supervision of Charles H. Hammontree, P.S. #7263, of Hammontree and Associates, Limited, Engineers, Planners and Surveyors of North Canton, Ohio on March 16, 2005.

The basis of bearings is North 00° 00' 00" East the west line of Lots 1, 2, and 3 of Fox Commerce Park as recorded in Cabinet "E", Slide 318, of the Belmont County Plat Records.

Being a part of the same premises conveyed to the County of Belmont, Ohio by Warranty Deed of record in Volume 752, Page 356 of the Records of Deeds of Belmont County, Ohio.

Parcel No. _____

SUBJECT TO AND EXCEPTING taxes and assessments for the year 2005 and thereafter which taxes and assessments the Grantee assumes and agrees to pay as part of the consideration for this conveyance.

Executed this 13th day of April, 2005.

THE COUNTY OF BELMONT, OHIO

By: Gordie W. Longshaw /s/

Gordie W. Longshaw

By: Charles R. Probst, Jr. /s/

Charles R. Probst, Jr.

By: Mark A. Thomas /s/

Mark A. Thomas

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:40 A.M.WITH EVA LUNDER,
DIRECTOR, DEPARTMENT OF DEVELOPMENT**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter Executive Session at 11:40 a.m. with Eva Lunder, Director, Department of Development, and Clerk pursuant to O.R.C. Section 121.22 (G)(2) Property Exception, upon adoption of the following.

**RESOLUTION OF THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS**

WHEREAS, the Board of Belmont County Commissioners are permitted to meet in executive session in order to consider those matters specifically authorized by R.C. § 121.22 (G)(2); and

WHEREAS, a majority of a quorum of the Board of Belmont County Commissioners has determined, by roll call vote, to hold an executive session to consider **the purchase of property for public purposes or the sale of property at competitive bidding.**

WHEREFORE, BE IT RESOLVED THAT: the Board of Belmont County Commissioners shall hold an executive session to consider **the purchase of property for public purposes or the sale of property at competitive bidding;**

WHEREFORE, BE IT FURTHER RESOLVED THAT: the Board of Belmont County Commissioners shall only adopt a resolution, resolution or formal action regarding the matters considered in executive session at an open meeting of the Board.

ROLL CALL on the adoption of the Resolution resulted as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:00 P.M. WITH EVA LUNDER,
DIRECTOR, DEPARTMENT OF DEVELOPMENT**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn Executive Session at 12:00 P.M. with Eva Lunder, Director, Department of Development, and Clerk pursuant to O.R.C. Section 121.22 (G)(2) Property Exception.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Probst	Yes
Mr. Longshaw	Yes

NO ACTION TAKEN

**12:00 P.M. AGENDA ITEM-GINNY SHRIMPLIN, MARKETING MANAGER, CCAO, CORSA
RE: ANNUAL COUNTY RISK SHARING AUTHORITY UPDATE**

Ginny Shrimplin, Marketing Manager, CORSA; Robert Bethel, Bethel Insurance; Don Cook, Cook Insurance; and Dan Jones, Dan Jones Insurance were present for the annual CORSA update. Ms. Shrimplin said, "First of all I want you to know that CORSA did a very extensive marketing research campaign this year for our coverage just to be sure that we are getting the best coverage and the best deals for our members this year. It proved to be very interesting in two respects: one, we found out how limited we are in players, that is the carriers that are even willing to carry public entities. We did a marketing campaign through January and February, met with several different carriers, but the bottom line was we came down to staying with the carriers that we are with. We got a nice discount this year from Traveler's who carry our property. However Munich Free who does our liability increased it. It kind of was a wash. We had a flat rate increase in our program costs overall. Some of the counties had higher increases than a flat rate, some got a little lower. Typically those that got an increase were as a result of either of two things or a combination of both. It was either it was your losses drove your increase or it was the fact that you have the county home, which for Belmont County, it was the fact that you have a county home. I would like to go over the invoice with you just to explain, because I know we have a new Commissioner here." Ms. Shrimplin explained each detail on the county invoice. She continued, "Of the sixty-one members, twenty-six of them have county homes. Some other states are creating a separate pool for county homes. It is something we have talked about, and have decided not to do this year. But it is something we may have to look at in the future because the carriers just don't want to insure; they keep looking at our county homes and rating us the same way they do private nursing homes. In fact, we have excellent loss history for our county homes.... Even with the increase, your cost per bed at the county home per bed is \$251.00. Insurance in the private market is \$800.00 per bed. Your losses are excellent."

**IN THE MATTER OF APPROVING
QUARTERLY REPORT FOR THE
2005 RECYCLING AND LITTER PREVENTION GRANT**

Motion made by Mr. Thomas, seconded by Mr. Longshaw authorizing Commissioner Charles R. Probst, Jr. to sign and certify the Quarterly Report Forms for the ODNR 2005 Community Recycling & Litter Prevention Grant, Reporting Quarter: 1-1-05 thru 3-31-05, on behalf of the Belmont County Recycling & Litter Prevention Program.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

DISCUSSION HELD

Commissioner Probst said, "The meeting that I attended last night was to critique the last three disasters that we have had here in the county- just a word on the good, the bad, and some improvements. One thing that really disturbed me at the critique was the townships. They brought up the fact that they have had some preliminary engineering done on repairing the road damage, some of these massive damages and FEMA is coming in now and actually reducing the money that they are going to give to repair these roads. One question that FEMA is asking the trustees, the trustees are talking to FEMA and saying the County Engineer is designing these roads to repair them and put them back in the best order they can, but then FEMA is coming in and telling them they are not going to pay that cost of that engineering, whatever it may be to repair those roads. Then FEMA is asking the trustees 'how do you want to repair the road?' Trustees aren't engineers. I don't know what right FEMA has to ask the engineers that, or to ask the trustees that, in what way are you going to repair the road. They said that they are not going to go on the county engineer's suggestions on how to repair the road; FEMA is going to do what they think. Long story short, if these roads are not repaired in the proper order to put them back, FEMA is going to send a check in a reduction of the amount that was asked for and then the next heavy rain that comes, in my opinion, it is going to wipe these roads back out, after FEMA has wrote us off, and it is going to be the burden of the county again to repair these roads. It has happened in the past, where roads may not have been constructed exactly right and they was wiped out from previous disasters. This is going to happen in the future where these storms are going to continue to wipe out the roads and FEMA is going to have limited funds and we are not going to be able to put the roads back the way they should be put back. The trustees are very concerned about that. The monies that were promised to them initially now have major reductions in them. I think we should get ahold of the state and federal officials to see exactly what is going on. If we have the engineer's suggestions on how to repair these roads the FEMA representatives that come out to the sites, they are not engineers, the township trustees aren't engineers, but they are saying we are only going to give you this little bit of money to repair these roads." Commissioner Thomas said, "Let me ask you this, are they saying then how they are supposed to be engineered?" Commissioner Probst said, "No." Commissioner Thomas said, "How can you repair without an engineer?" Commissioner Probst said, "They are saying, it is just soft, we'll just put a little gabion rock in here and that should hold it. That is the suggestion that is coming from FEMA. Some of these people are just temporary employees that they hire, and they have no idea." Commissioner Thomas said, "So actually basically what you are saying is we need to get somebody above that and try to confirm or deny what was commented on last night." Commissioner Probst said, "They are going to get wiped out again if it is just a band-aid. Then it is going to be this again for months." Commissioner Longshaw said, "Why doesn't FEMA have an engineer on these sites? That is a good question to ask." Commissioner Probst said, "Usually they go by the county engineer, used to. I think it is all money."

Commissioner Probst said, "Jumping subjects here, we have all been talking, we need to move forward with the jail expansion. Again, we have asked for a response from the Sheriff's department so we can make an informed decision on what we need to do with this jail. We still haven't received information back, I think we need to send another letter to the Sheriff asking him to detail the things we needed on the previous letters, ASAP." Commissioner Longshaw questioned the status of the process fee.

Commissioner Probst commented at the critique meeting the previous night there was a congressional liaison there from FEMA. He stated, "So whenever I had a chance to get up and speak, I mentioned about the stream cleaning and debris removal again from the creeks. Again, the federal government supplies money for buyouts, to buy out the homes in flood prone areas. They can see the need to do that, because these homes are going to continue to be flooded. Again, they are not seeing the need to do something with these streams to take care of our infrastructure, our roads, bridges, water lines sewer lines, fiber optics, everything that is involved with our infrastructure. They are not seeing the need there to do some mitigation project on that part. Everybody agreed last night that something needs to be taken back to Washington to get these streams' sediment removed, put the channels back where they belong to help protect our infrastructure. This is one of the big topics too that I wanted to mention; FEMA continues to put money into the county to help rebuild us, but they are overlooking one important thing,

DISCUSSION HELD (cont'd)

they are going to continue to do this over and over and over; millions and millions and millions of dollars are going to continue to come into Belmont County because the same infrastructure is going to be damaged again by the next big two or three inch rain storm. They mitigate on one part with the homes, but they need to do some mitigation work on the other part with the streams. Hopefully she will take that back. That was very informative.” Commissioner Longshaw said, “Are we getting that grant again for those creek workers? Is that coming through?” Commissioner Probst said, “They have applied for it, the second phase of that. I don’t think they have heard yet.”

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:20 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 12:20 P.M.
Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Probst Yes
Mr. Longshaw Yes

Read, approved and signed this 20th day of April A.D., 2005.

_____ COUNTY COMMISSIONERS

We, Mark A. Thomas and Darlene Pempek, 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