

St. Clairsville, Ohio

August 1, 2007

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, Gordie W. Longshaw and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board. Minutes of the meeting of July 25, 2007, 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. Thomas, seconded by Mr. Probst, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T Mobility	Misc. cell phones-July/General Fund	1,157.22
Cardmember Services (Elan)	Travel expenses-M. Thomas/General Fund	2,167.04
Cardmember Services (Elan)	Travel expenses-G. Longshaw/General Fund	707.60
CDW Government, Inc.	Networking Cabling/General Fund	32.00
Crowne Plaza Hotel	Maximus Conference-Eastern Div. Ct./General Fund	206.00
Elan Financial Services	Travel expenses-C. Probst/General Fund	1,674.58
Geoshack	Battery/GIS Projects/General Fund	207.25
Maximus Justice Solutions	Software conference-Eastern Div. Ct./General Fund	250.00
Redwood Toxicology Lab	Drug screens/General Fund	105.90
Sam's Club Direct	Misc. supplies-EMA/General Fund	67.09
South Central Power Company	Install service-Hammond/General Fund	3,648.55
Speedway SuperAmerica	Gasoline/General Fund	30.06
U.S. Postal Service	Postage/General Fund	25,000.00
K-Lash Paving, Inc.	Project 07-5 Apply Liquid Bituminous Material/Engineer MVGT	30,032.50
M-Deb Shops	Clothing/Placement II-Juvenile Court Fund	199.67
N-CDW Government, Inc.	CISCO Dish Antenna/Capital Project Reserve Fund	1,605.01
C. M. McBride & Co.	Counsel tables/Capital Project Reserve Fund	3,062.16
Graybar Electric Company	Supplies/Capital Project Reserve Fund	243.35
HGO Technology	Wireless connection/Capital Project Reserve Fund	587.46
P-American Electric Power	Service/WWS#1 Revenue Fund	18.44
S-A T & T	Telephone/Certificate of Title Admn Fund	71.48
Belmont Senior Services	August Operating exp./In Home Care Levy-Comm on Aging	140,067.18
Comcast	Internet/Northern Div. Ct. – Computer Fund	140.41
Crystal & Hinckley Springs	Water/Certificate of Title Admn Fund	46.86
Crystal & Hinckley Springs	Water/Western Ct. – General Special Projects Fund	60.83
Gatto Food Service	Food expenses/District Detention Home Fund	2,419.94
Ohio Judicial Conference	Training/Juvenile Ct. Gen. Special Projects Fund	290.00
West Group Payment Center	Ohio Handbook/Western Div. Ct. – Computer Fund	205.00
Y-Bridgeport, Village of	Patching/County Motor Vehicle License Tax Fund	3,205.99
Health Assurance-HMO	August Premium/Employer's Share Holding Account	56,879.25
Health Assurance-PPO	August Premium/Employer's Share Holding Account	150,229.06
Health Plan	August Premium/Employer's Share Holding Account	150,936.30

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for August 1, 2007 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$3,222.37; \$463.35; \$3,110.07; \$6,995.45
GENERAL/WESTERN DIV. CT.	\$2,426.74
GENERAL/911	\$670.28
B-Dog & Kennel Fund	\$283.97
E/911	\$862.62
H-County Home, Park Health	\$59,321.92
Job & Family, CSEA	\$35,175.89
Job & Family, Public Assistance	\$23,040.56; \$192.76; \$2,444.51
Job & Family, WIA	\$476.00
K-Engineer MVGT	\$21,772.37
P-Belmont Co. Sanitary Sewer District	\$1,724.71
Oakview Admin Bldg.	\$560.88
S-District Detention Home	\$3,027.37
Job & Family, Children Services	\$210,875.24
Oakview Juvenile Residential Center	\$1,313.96
Port Authority	\$255.44
Western Div. Court Computer Fund	\$2,006.81
Western Div. Court Gen. Special Projects	\$1,495.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR**  
**THE BCDJFS PUBLIC ASSISTANCE FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfers within fund for the BCDJFS Public Assistance Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2510-H000-H02.010 Supplies	E-2510-H000-H01.002 Salaries	100,000.00

E-2510-H000-H05.000 Public Assist.	E-2510-H000-H16.006 Hosp.	60,000.00
E-2510-H000-H09.000 Facilities	E-2510-H000-H01.002 Salaries	100,000.00
E-2510-H000-H12.003 PERS	E-2510-H000-H01.002 Salaries	<u>40,000.00</u>
<b>TOTAL</b>		<b>300,000.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BCDJFS CSEA ADMN FUND**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following transfer within fund for the BCDJFS CSEA Admn Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2760-H010-H01.002 Salaries	E-2760-H010-H15.000 Other Exp.	\$ 35,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE PORT AUTHORITY FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer within fund for the Port Authority Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9799-S012-S10.000 Other Expenses	E-9799-S012-S08.003 PERS	\$ 1,912.50

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to execute payment of Then and Now Certification dated July 25, 2007, 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. Thomas	Yes
Mr. Longshaw	Yes
Mr. Probst	Yes

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

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

**ENGINEER** – Michael Wahl, Deputy Engineer, to attend County Engineers Association of Ohio's 2007 Annual Ohio Bridge Conference, in Columbus, OH, on August 15-16, 2007. Estimated expenses: \$350.00

Don Pickenpugh, GIS Director, to attend 2007 Ohio Statewide Floodplain Management Conference, in Dublin, OH, on August 22-23, 2007. Estimated expenses: \$450.00

**FLOODPLAIN OFFICE** – Mike Wallace, Floodplain Coordinator, to attend 2007 Ohio Statewide Floodplain Conference, in Dublin, OH, on August 22-23. Estimated expenses: \$175.00 for conference plus hotel and meal costs.

Upon roll call the vote was as follows:

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

**10:50 Agenda Item:**

Present from the Belmont County Health Department were Rusty Vermillion and Claire Shorts. Commissioner Thomas read the proclamation which is done annually to bring awareness of this health issue to the public.

**IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF BREASTFEEDING AWARENESS MONTH**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the proclamation in recognition of Breastfeeding Awareness Month.

**PROCLAMATION  
IN RECOGNITION OF  
BREASTFEEDING AWARENESS MONTH**

**WHEREAS**, the residents of Belmont County are deserving of good health throughout their lives; and

**WHEREAS**, the health benefits of breastfeeding include a reduced risk of obesity and diabetes for both mother and baby, reduced risk of dying from SIDS, fewer ear and respiratory infections, and greatly reduced risk of necrotizing enterocolitis (NEC) for babies born prematurely; and

**WHEREAS**, the Centers for Disease Control and Prevention Guide to Breastfeeding Interventions has determined that the first hours and days after birth are crucial to establishing breastfeeding success; and

**WHEREAS**, Belmont County joins the United States Breastfeeding Committee, the medical community and the Governor of Ohio in the belief that many more mothers will successfully fulfill their decision to breastfeed if hospital policies and practices allow skin-to-skin bonding between mother and baby right after birth; 24 hour rooming in; breastfeeding initiation within the first hour and then on demand; no other food or drink unless medically indicated; no pacifiers to breastfed babies; access to good hospital-grade pumps if mother and baby are separated, no sample formula provided "just in case" and referral to support services upon discharge,

**NOW, THEREFORE, BE IT RESOLVED**, The Board of Belmont County Commissioners does hereby designate **BREASTFEEDING AWARENESS MONTH August 1-31, 2007** throughout Belmont County, and urge all residents to join in supporting the activities of breastfeeding coalitions in their communities as a high priority for healthier babies and children in our state.

Adopted this 1<sup>st</sup> day of August, 2007

Upon roll call the vote was as follows:

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

**DISCUSSION HELD** – Commissioner Thomas said the Board has authorized the Sheriff to look into some leasing packages for his department’s vehicles in an effort to save on repair costs. No action will be taken today on this matter.

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH  
DAVID L. BARNES, ATTORNEY AT LAW/NEFFS AREA FEMA  
HAZARD MITIGATION GRANT PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into agreement with David L. Barnes, Attorney at Law of Counsel with Harper & Hazlett for professional services related to the Neffs Area FEMA Hazard Mitigation Grant project, Project Number FEMA-DR-1556.6R-OH, effective July 19, 2007 through December 31, 2008 at a cost not to exceed \$335.00 for each property, based upon the recommendation of A.C. Wiethe, Project Manager.  
*Note: Real Estate services consist of conducting full title exam, deed preparation and conducting the real estate closing for any property owner choosing to participate in the voluntary buy-out program in the Neffs Area.*

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement is made this 19<sup>th</sup> day of July, 2007 between Belmont County Commissioners(Owner) and David L. Barnes, Attorney at Law of Counsel with Harper & Hazlett (Professional), to provide professional services as described herein.

**1. Project and Term of Agreement.**

- Project Name: Neffs Area FEMA Hazard Mitigation Grant Program
  - Project Number: FEMA-DR-1556.6R-OH
  - Owner: Belmont County Commissioners
  - Owner Representative: Belomar Regional Council
  - Project Manager and Contact Information: A.C. Wiethe, Project Manager, (304) 242-1800 or awiethe@belomar.org.
- 1.1 The Neffs Area FEMA Hazard Mitigation Grant Program – Real Estate Services consists of conducting a full title exam, deed preparation and conducting the real estate closing for any property owner choosing to participate in the voluntary buy-out program in the Neffs Area, Belmont County, Ohio.
- 1.2 Term of Agreement. Professional shall begin providing services upon the effective date of this Agreement or at such later time as directed in writing by Owner. Services shall continue through December 31, 2008, which the parties anticipate will be sufficient time to complete the real estate services.
- 1.3 Compensation & Payment: The compensation to be paid to David L. Barnes, Attorney at Law, of Counsel with Harper & Hazlett for services under this Agreement will be a Cost for Service Fixed Fee not to exceed \$175.00 for full title exam, \$100.00 to furnish and file acquisition documents and \$60.00 for deed preparation, for a total of \$335.00 for each property, which will be paid as follows: Owner agrees that for invoices received, payment will follow within 45 days. Invoices submitted must provide a detailed summary of services provided.

**2. Professional Services.**

Services will include: Completion of appraisal per the attached Scope of Work.

- 2.1 Professional agrees to provide services for the Project as described in this Agreement and in accordance with attached proposal. David L. Barnes, Attorney at Law will be the individual overseeing the Project on behalf of David L. Barnes of Counsel with Harper & Hazlett Law Office.
- 2.2 Professional acknowledges that the Owner is entering into this Agreement in reliance upon its abilities to perform the services required under this Agreement on a timely basis and consistently with the reasonable standard of care and competence that prevails among appraisers in the State of Ohio.
- 2.5 At any time Professional believes that professional services in addition to those being provided under this Agreement will be required to achieve the results intended by the parties, Professional will notify the Owner in writing of the nature of the additional service, the scope of the additional service, and the anticipated cost of the additional service. Professional agrees that it will not proceed with any additional services without prior written authorization from the Owner. The parties will negotiate in good faith the fee for additional services. In addition the Professional will not subcontract for any work without written approval from Owner.

**3. Termination.** The obligation to provide further services under this Agreement may be terminated by the Owner with or without cause upon ten (10) days written notice. On termination by Owner, Owner shall pay to Professional all amounts owing for services performed up to the date of termination. If there is a dispute as to the amount owing to Professional, Owner shall pay those amounts which are not subject to dispute and place the remainder in a separate account pending resolution of the dispute. In the event of termination by the Owner, with or without fault on part of the Professional, Owner shall have the right to use the drawings and specifications prepared by Professional for completion of the Project.

**4. Access to the Site.** Unless otherwise specified, Professional will have access to the site for activities necessary for the performance of its services.

**5. Insurance.** Professional shall maintain during the course of the project insurance coverage.

**6. Dispute Resolution.** It is agreed by both parties that they will attempt to resolve all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement by mediation. This provision can be waived by mutual consent of the parties, the parties recognizing that voluntary mediation requires the commitment and willingness of both parties to engage in the mediation process. In the event the parties are unable to resolve the claim by mediation, the dispute will be litigated in the **Common Pleas Court for Belmont County, Ohio.**

**7. Miscellaneous.**

- 7.1 Modifications. Any modifications to this Agreement, including any changes for additional services, shall be in writing signed by both parties.
- 7.2 Governing Law. This Agreement shall be governed by the law of the State of Ohio.
- 7.3 Notices. Written notices shall be provided to the parties at the addresses provided herein.
- 7.4 Owner’s Representative. **A.C. Wiethe, Belomar Regional Council, P.O. Box 2086, Wheeling, West Virginia 26003, (304) 242-1800, Fax: (304) 242-2437** is designated by the Owner as its representative for this Project. Any notices or communications required under this Agreement should be directed to the Owner’s Representative at the address and fax number provided herein. Professional acknowledges that the Owner is a public authority/agency subject to the laws of the State of Ohio and that some decisions required in connection with the Project may be beyond the scope of authority granted by the Owner to its Representative and may require the approval of the Owner at either a regular or special meeting. The parties agree to consider and work within these limitations in carrying out the Project.
- 7.5 Federal Requirements. Professional acknowledges that the Project is funded with federal funds through a grant received by Owner from the State of Ohio through the Ohio Emergency Management Agency and agrees to do whatever is required by the terms of that grant in providing services under this Agreement.

**OWNER**

By: Mark A. Thomas /s/  
Title: President  
Date: August 1, 2007

**PROFESSIONAL**

By: David L. Barnes /s/  
Title: Attorney at Law of Counsel with Harper & Hazlett  
FID#: 34-0975745  
Date: July 17, 2007

Approved as to form only: Chris Berhalter Date: 7-5-07  
Prosecutor

Attachments: Proposal Dated: May 24, 2007  
Upon roll call the vote was as follows:

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

**11:00 Agenda Item:** Jane Keyser, Michelle Shipe and Laura Collins, OSU Extension Office

Re: 4-H Program Presentation

Staff members from the OSU Agricultural Extension Office 4-H Program were in attendance along with two 4-H members who gave a presentation on their projects. Jane Keyser explained that summer is a very busy time for them with school being out, so they try to keep the kids very active. In July they had around 175 kids, between the ages of 9 and 19, join them at the 4-H Camp at Piedmont Lake. Michelle Shipe, who was observing her 1<sup>st</sup> anniversary this date with the extension office, explained the 4-H Day Camp to be held in Barnesville next week. Nineteen year old Katie Day and 11 year old George Bell demonstrated their 4-H Projects that will be judged at the Ohio State Fair.

**IN THE MATTER OF ENTERING INTO AGREEMENT BETWEEN  
BELMONT COUNTY COMMISSIONERS AND KELLY REAL ESTATE  
APPRAISALS, LLC/ NEFFS AREA FEMA HAZARD MITIGATION GRANT PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into agreement between Belmont County Commissioners and Kelly Real Estate Appraisals, LLC in the amount of \$23,200.00 for professional services related to the Neffs Area FEMA Hazard Mitigation Grant project, Project Number FEMA-DR-1556.6R-OH, based upon the recommendation of A.C. Wiethe, Project Manager.

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement is made this 1st day of August, 2007 between Belmont County Commissioners(Owner) and Kelly Real Estate Appraisals, LLC (Professional), to provide professional services as described herein.

**1. Project and Term of Agreement.**

- Project Name: Neffs Area FEMA Hazard Mitigation Grant Program
  - Project Number: FEMA-DR-1556.6R-OH
  - Owner: Belmont County Commissioners
  - Owner Representative: Belomar Regional Council
  - Project Manager and Contact Information: A.C. Wiethe, Project Manager, (304) 242-1800 or awiethe@belomar.org
- 1.1 The Neffs Area Hazard Mitigation Grant Project consists of appraising several properties in the Neffs Area, Belmont County, Ohio.
- 1.2 Term of Agreement. Professional shall begin providing services upon the effective date of this Agreement or at such later time as directed in writing by Owner. Services shall continue through December 31, 2008, which the parties anticipate will be sufficient time to complete the appraisals.
- 1.3 Compensation & Payment: The compensation to be paid to Kelly Real Estate Appraisals, LLC. for services under this Agreement will be a Cost for Service Fixed Fee (See Attached), which will be paid as follows: Owner agrees that for invoices received, payment will follow within 45 days. Invoices submitted must provide a detailed summary of services provided. Payment will only be made after Ohio Emergency Management Agency approval of appraisal(s).

**2. Professional Services.**

- Services will include: Completion of appraisal(s) per the attached Scope of Work.
- 2.1 Professional agrees to provide services for the Project as described in this Agreement and in accordance with attached proposal. John P. Kelly will be the individual overseeing the Project on behalf of Kelly Real Estate Appraisals, LLC.
- 2.2 Professional acknowledges that the Owner is entering into this Agreement in reliance upon its abilities to perform the services required under this Agreement on a timely basis and consistently with the reasonable standard of care and competence that prevails among appraisers in the State of Ohio.
- 2.5 At any time Professional believes that professional services in addition to those being provided under this Agreement will be required to achieve the results intended by the parties, Professional will notify the Owner in writing of the nature of the additional service, the scope of the additional service, and the anticipated cost of the additional service. Professional agrees that it will not proceed with any additional services without prior written authorization from the Owner. The parties will negotiate in good faith the fee for additional services. In addition, the Professional will not subcontract for any work without written approval from Owner.

**3. Termination.**

The obligation to provide further services under this Agreement may be terminated by the Owner with or without cause upon ten (10) days written notice. On termination by Owner, Owner shall pay to Professional all amounts owing for services performed up to the date of termination. If there is a dispute as to the amount owing to Professional, Owner shall pay those amounts which are not subject to dispute and place the remainder in a separate account pending resolution of the dispute. In the event of termination by the Owner, with or without fault on part of the Professional, Owner shall have the right to use the drawings and specifications prepared by Professional for completion of the Project.

**4. Access to the Site.**

Unless otherwise specified, Professional will have access to the site for activities necessary for the performance of its services.

**5. Insurance.**

Professional shall maintain during the course of the project proper insurance coverage.

**6. Dispute Resolution.**

It is agreed by both parties that they will attempt to resolve all unsettled claims, counterclaims, disputes, or other matters in question arising out of or related to this Agreement by mediation. This provision can be waived by mutual consent of the parties, the parties recognizing that voluntary mediation requires the commitment and willingness of both parties to engage in the mediation process. In the event the parties are unable to resolve the claim by mediation, the dispute will be litigated in the **Common Pleas Court for Belmont County, Ohio.**

**7. Miscellaneous.**

- 7.1 Modifications. Any modifications to this Agreement, including any changes for additional services, shall be in writing signed by both parties.
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- 7.3 Notices. Written notices shall be provided to the parties at the addresses provided herein.
- 7.4 Owner's Representative. **A.C. Wiethe, Belomar Regional Council, P.O. Box 2086, Wheeling, West Virginia 26003, (304) 242-1800, Fax: (304) 242-2437** is designated by the Owner as its representative for this Project. Any notices or communications required under this Agreement should be directed to the Owner's Representative at the address and fax number provided herein. Professional acknowledges that the Owner is a public authority/agency subject to the laws of the State of Ohio and that some decisions required in connection with the Project may be beyond the scope of authority granted by the Owner to its Representative and may require the approval of the Owner at either a regular or special meeting. The parties agree to consider and work within these limitations in carrying out the Project.
- 7.5 Federal Requirements. Professional acknowledges that the Project is funded with federal funds through a grant received by Owner from the State of Ohio through the Ohio Emergency Management Agency and agrees to do whatever is required by the terms of that grant in providing services under this Agreement.

**OWNER**

By: Mark A. Thomas /s/  
Title: President,  
Date: August 1, 2007

**PROFESSIONAL**

By: John P. Kelly /s/  
Title: Owner  
FID#: 34-1946544  
Date: 7/9/07

Approved as to form only: Chris Berhalter /s/  
Prosecutor

Date: 7/9/07

Attachments: Scope of Work  
Proposal Dated: May 24, 2007  
Properties

**Scope of Work:** The Appraiser must, at a minimum:

1. Provide an appraisal for the structure meeting the following definition of appraisal: The term *appraisal* means a written statement independently and impartially prepared by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.
2. Appraisal must comply with the following:
  - a. An adequate description of the physical characteristics of the property being appraised. A statement of the known and observed encumbrances, if any, title information, location, zoning, present use and analysis of highest and best use and at least a 5-year sales history of the property.
  - b. All relevant and reliable approaches to value consistent with Federal and federally-assisted program appraisal practices.
  - c. A description of comparable sales, including a description of all relevant physical, legal, and economic factors such as parties to the transaction, source and method of financing and verification by a party involved in the transaction.
  - d. A statement of value of the real property to be acquired.
  - e. The effective date of valuation, date of appraisal, signature, and certification of appraisal.
3. Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property. Evidence that the property owner was invited to attend must be provided to the owner to include in the records.

**INTENDED USE:** These appraisals are to estimate the fair market value of the property, as of the specified date of valuation, for the proposed acquisition of the property for a federally assisted project. This project is part of a hazard mitigation program. Owners of repetitive loss structures in the floodplain will be offered a voluntary buy-out of these structures. The appraisal will be used to determine the amount of the offer.

**INTENDED USER:** The intended user of this appraisal report is primarily the acquiring agency, but its funding partners shall review the appraisal as part of their program oversight activities.

**DATE OF VALUATION:** September 7, 2004 (Pre-flood condition)

**PROPERTIES:**

Attached

Upon roll call the vote was as follows:

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

Commissioner Thomas stated that Mr. Kelly and Mr. Bailey (Appraiser) will work together to appraise the 54 properties in the Neffs/Quincy area that the county may buy.

**IN THE MATTER OF AUTHORIZING THE HIRING  
OF RICHARD MELANKO AS A FULL TIME PERMANENT  
CHILD SUPPORT ATTORNEY FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

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

**RESOLUTION**

**WHEREAS,** pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

**WHEREAS,** in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

**NOW THEREFORE, BE IT RESOLVED THAT,** the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to hire Richard Melanko as a Child Support Attorney. Mr. Melanko will be employed as a full time permanent, non-bargaining unit employee. His wage compensation shall be in accordance with the non-bargaining salary schedule.

Upon roll call the vote was as follows:

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

*Note: Commissioner Thomas explained BCDJFS used to have these attorney services contracted out. They have decided to hire in-house in order to save money on contracts. Mr. Melanko's salary will be at Pay Range 32, Step 6.*

**11:15 Agenda Item:** Bob First, Buckeye Hills RC&D and Steve Schumacher, OSU Extension

Re: Fox Shannon Park Update-Several Fox Shannon Park Committee members were also present including, Dr. Joseph Bukowski, Belmont Technical College, Jim King, Belmont County Health Department and Bev Riddle, Soil & Water Conservation

Bob First presented the Board with a copy of a draft brochure of Fox Shannon Park that they have been working on. Steve Schumacher noted they are hearing positive feedback regarding use of the park and patrons are keeping the grounds clean. Jane Kalonick of Community Mental Health was appreciative of use of the walking trail for both their staff and their clients. Mike Sechrist of Belmont Correctional Institute offered their continued support for the park in the use of inmates for clean up, landscaping, mowing, etc. He has documented 1434.5 man hours for inmate services. Bev Riddle of Belmont Soil & Water Conservation stated \$16,000.00+ is needed to finish paving and was present to discuss getting additional contributions. She said the JVS, Belmont Technical College and commissioners funded the first half of the paving project. Bev said she had talked to Dave Lash of Lash Paving and he was willing to hold the cost to complete the paving to the estimate that was given last year. Joe Bukowski of Belmont Technical College commented on the phenomenal partnerships and cooperation among the various parties involved. It was noted that a set of steps is needed from the college to the park. Ms. Riddle said the Vocational school may be willing to construct the steps as a teaching tool for the carpentry program. She said they may also use the students to install gutters and a rain garden. Jim King of the Belmont County Health Department remarked this is a popular spot for lunch and walks.

Commissioner Thomas commented on the different public entities who have worked well together for the benefit of the public and how pleased he was at the results of everyone's efforts. Mr. Thomas stated the work performed by the prison crew has been beyond exceptional and the partnership between the state and the county does not go unrecognized. He also thanked the committee members for all that they have done. He suggested checking into further grant funding, possibly from the Ohio Arts Council, to continue development of the area.

Commissioner Probst gave thanks to all. He said he felt the completion of the walking trail should be one of the top priorities. He noted the Natureworks grant that was received had to be spent on county owned property and could not be used on the land leased from the Career Center. Commissioner Thomas said "Let's move forward with the walking trail." He asked that the board be kept posted on the continued progress of the park.

**11:30 Agenda Item: Matt Hammond, Rockies Express Pipeline**

Re: Update on proposed pipeline

Matt Hammond and Allen Fore were present today to give an update on the proposed pipeline. Commissioner Thomas explained that the board had previously asked Rockies Express Pipeline to re-evaluate the location under the Slope Creek Reservoir and to reroute the pipeline around the reservoir. He said commissioners also supported Barnesville’s request to relocate the pipeline.

**DISCUSSION HELD:**

Before passing the motion in support of rerouting the pipeline, Commissioner Probst said he had a few questions. He asked if there were any concerns from the residents who will now be affected by the route of the pipeline and are their concerns going to be met. Allen Fore of Rockies Express stated “yes” and that part of the determination on any alternate route is the impact of that alternative. He said they are currently seeking survey permission. Some people are not pleased, which is expected, but they are trying to make accommodations. Mr. Fore explained this route will have to be formally proposed to FERC (Federal Energy Regulatory Commission) and they will have final say on which is the preferred route. The FERC will look to local jurisdictions for guidance when weighing the options. Commissioner Thomas noted he did raise this issue at a meeting held in Barnesville and stated, “that inasmuch as we support local government, we also have to support our residents and their concerns, especially the new ones who may not have been affected, whom now are being effected.” Commissioner Probst asked, “Is the pipeline going to be beneficial to the property owners that this is actually going to run past or through, or is the pipeline going to be beneficial to anyone along the route actually?” Allen answered, “The pipeline is part of a natural gas system across the United States and we have what we call delivery points throughout the State of Ohio.” So those delivery points, gas from this project which is coming from the West, will be accessible at those delivery points to consumers in Iowa.” “So that’s the direct benefit that will be received by the residents.” He continued, “Will each person have a personal impact?” “We don’t know; it’s up to companies that distribute that gas.” Commissioner Probst stated, “I support the Village of Barnesville wholeheartedly.” He said the language in the resolution as presented puts the board in the middle when it says the board will work with Rockies Express for FERC approval. Commissioner Probst said, “I will stand behind the residents first. The resolution just needs to state that we support the re-route.” Commissioner Longshaw agreed and felt the resolution should be amended. Commissioner Probst commended Rockies Express for looking into an alternate plan to go around the reservoir. The language in question was removed and resolution amended to reflect this before signing by all Commissioners.

Mr. Fore said that residents affected by the pipeline will be paid Fair Market Value for easements. He said they have 99% agreement with affected landowners to this point.

**IN THE MATTER OF ADOPTING RESOLUTION IN SUPPORT OF PROPOSED REROUTE OF THE ROCKIES EXPRESS PIPELINE AROUND SLOPE CREEK RESERVOIR IN BARNESVILLE**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the resolution, as amended, in support of the plan to reroute the proposed Rockies Express Pipeline around Slope Creek Reservoir.

**RESOLUTION**

**WHEREAS**, the Village of Barnesville, the Belmont County Commission and other local government entities opposed the location of the proposed pipeline through or under Slope Creek Reservoir and requested Rockies Express Pipeline, LLC to relocate the pipeline; and **WHEREAS**, Barnesville Village Council approves of the plan to reroute the proposed Rockies Express Pipeline around Slope Creek Reservoir as presented to Village Council by Rockies Express at the regular council meeting held on July 9, 2007; and, **NOW THEREFORE, BE IT RESOLVED**, the Board of Belmont County Commissioners, in support of the Village of Barnesville and its residents, does hereby approve of the plan to reroute the proposed Rockies Express Pipeline around Slope Creek Reservoir and express its appreciation for the cooperation shown by Rockies Express in working with the Village and Belmont County to avoid the potential threat to the residents’ health, safety and well-being which might have occurred by routing the pipeline under the reservoir.

Upon roll call, the foregoing resolution was unanimously adopted this 1<sup>st</sup> day of August, 2007.

Mark A. Thomas /s/  
Mark A. Thomas, President  
Gordie W. Longshaw /s/  
Gordie W. Longshaw, Vice-President  
Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr., Member

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Mr. Richard Hord was present to request an update on the suggestion he made on July 3, 2007, regarding a Belmont County Hall of Fame. Commissioner Thomas advised that there has not been enough time to address this. It has been briefly discussed to determine what roll the county should take vis á vis the Belmont County Historical Society or some other entity that would take the lead in this type of matter.

Mr. Hord also wanted to know if the board was seriously considering naming the Justice Center after Judge Isaac Parker and what stage are they in regarding naming the Justice Center. Commissioner Thomas advised they are giving it very serious consideration. He said the more important issue, and the one that is taking most of the boards’ time, is actually getting the addition to the jail off the ground. The Commission is first and foremost concerned with funding the current jail, funding the addition, being able to pay its staff and housing of prisoners out of the county, said Thomas. Mr. Hord was advised by Commissioner Thomas that the name of the jail is not that important as it relates to those issues. The naming of the jail will be addressed after the more important issues are taken care of.

Mr. Hord’s last question concerned the status of the Town Hall meetings. Commissioner Thomas advised those meetings would resume in September.

The Warden from Belmont Correctional Institute wanted it on record that they strive to be good neighbors, and said that if there was anything they could do to help, please let them know.

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

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the minutes of the Belmont County Board of Commissioners regular meeting of: July 3 and July 11, and July 19, 2007.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE  
RENEWAL OF AGREEMENTS FOR THE HELP ME GROW  
PROGRAM ON BEHALF OF BCDJFS**

Motion, made by Mr. Thomas, seconded by Mr. Probst, as the co-appointing authority for the Belmont County Department of Job & Family Services, to approve and sign the renewal of agreements for the provision of administrative services for the Help Me Grow Program, effective July 1, 2007 through June 30, 2008 as follows.

- Belmont County Community Action Commission (Provider) for the **Early Start Component in an amount not to exceed \$355,339.00**
- Belmont County Community Action Commission (Provider) for the **Early Intervention Component (Part C) in an amount not to exceed \$70,093.00**
- Belmont County General Health District (Provider) for the **Welcome Home Component in an amount not to exceed \$29,284.00**

**HELP ME GROW PROGRAM CONTRACT**

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 30<sup>th</sup> day of July, 2007, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County, hereinafter referred to as "**Provider**".

**ARTICLE I: PURPOSE**

**Help Me Grow** is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency. **Help Me Grow** services are delivered through a community-based flexible service mechanism, including home visits. The Ohio Department of Health (ODH) has consolidated several programs whose primary target population is infants and toddlers, birth through two years of age. Under this agreement, the Provider shall implement and provide services in accordance with the attached Subsidy Agreement by and between ODH and the Department as it relates to the **Early Start Component** of the **Help Me Grow Program**.

**ARTICLE II: EFFECTIVE DATES**

This contract shall extend from July 1, 2007 through June 30, 2008, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

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

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$355,339 of Help Me Grow funding (TANF amount of \$320,952 and GRF amount of \$34,387), unless both **Provider** and **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

**ARTICLE IV: GENERAL REGULATIONS**

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

**ARTICLE V: TERMINATION AND AMENDMENT**

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

**ARTICLE VI: LIMITATION OF LIABILITY**

**Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The

**Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of direct damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive remedies for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

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

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

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

**ARTICLE VIII: CONSTRUCTION**

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

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

Dwayne Pielech /s/ by VMG	7-30-07
_____	_____
Dwayne Pielech, Director Belmont County Department of Job and Family Services	Date
Gary Obloy /s/	7-30-07
_____	_____
Gary Obloy, Executive Director CAC of Belmont County	Date
Mark A. Thomas /s/	8-1-07
_____	_____
Belmont County Commissioner Charles R. Probst, Jr. /s/	Date
_____	_____
Belmont County Commissioner Gordie W. Longshaw /s/	Date
_____	_____
Belmont County Commissioner	Date
Approved as to form: Robert W. Quirk /s/	
_____	
Belmont County Prosecutor	

**HELP ME GROW PROGRAM CONTRACT**

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 30<sup>th</sup> day of July, 2007, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Community Action Commission of Belmont County, hereinafter referred to as "**Provider**".

**ARTICLE I: PURPOSE**

**Help Me Grow** is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency. **Help Me Grow** services are delivered through a community-based flexible service

mechanism, including home visits. The Ohio Department of Health (ODH) has consolidated several programs whose primary target population is infants and toddlers, birth through two years of age. Under this agreement, the Provider shall implement and provide services in accordance with the attached Subsidy Agreement by and between ODH and the Department as it relates to the **Early Intervention Component (Part C)** of the **Help Me Grow Program**.

#### **ARTICLE II: EFFECTIVE DATES**

This contract shall extend from July 1, 2007 through June 30, 2008, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

#### **ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS**

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$70,093 unless both the **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the Department within five (5) working days following the last working day of each month.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

#### **ARTICLE IV: GENERAL REGULATIONS**

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

#### **ARTICLE V: TERMINATION AND AMENDMENT**

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- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

#### **ARTICLE VI: LIMITATION OF LIABILITY**

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

#### **ARTICLE VII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS**

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

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.

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

**ARTICLE VIII: CONSTRUCTION**

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

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

Dwayne Pielech /s/ by VMG	7-30-07
_____	_____
Dwayne Pielech, Director Belmont County Department of Job and Family Services	Date
Gary Obloy /s/	7-30-07
_____	_____
Gary Obloy, Executive Director CAC of Belmont County	Date
Mark A. Thomas /s/	8-1-07
_____	_____
Belmont County Commissioner	Date
Charles R. Probst, Jr. /s/	8-1-07
_____	_____
Belmont County Commissioner	Date
Gordie W. Longshaw /s/	8-1-07
_____	_____
Belmont County Commissioner	Date
Approved as to form:	
Robert W. Quirk /s/	
_____	
Belmont County Prosecutor	

**HELP ME GROW PROGRAM CONTRACT**

This agreement to provide administrative services for the **Help Me Grow Program** is entered into on this 30th. day of July, 2007, by and between the Belmont County Department of Job and Family Services, (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Belmont County General Health District, hereinafter referred to as "**Provider**".

**ARTICLE I: PURPOSE**

**Help Me Grow** is a collaborative and integrated system of services and supports to help families create an environment conducive to the growth and development of young children thereby enhancing a child's ability to learn, reducing incidences of child abuse and neglect, and supporting parent's efforts to achieve self-sufficiency. **Help Me Grow** services are delivered through a community-based flexible service mechanism, including home visits. The Ohio Department of Health (ODH) has consolidated several programs whose primary target population is infants and toddlers, birth through two years of age. Under this agreement, the **Provider** shall implement and provide services in accordance with the attached Subsidy Agreement by and between ODH and the **Department** as it relates to the **Welcome Home Component** of the **Help Me Grow Program**.

**ARTICLE II: EFFECTIVE DATES**

This contract shall extend from July 1, 2007 through June 30, 2008, inclusive, unless otherwise terminated pursuant to Article V., and may be extended beyond this time period upon the execution of a written amendment pursuant to Article V., contingent upon available funding.

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

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$29,284 unless both the **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records, as needed as required to justify expenditures.
- C. **Provider** agrees to submit an invoice to the **Department** either monthly or quarterly, but within five (10) working days following the last working day of each month or quarter.

- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

#### ARTICLE IV: GENERAL REGULATIONS

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

#### ARTICLE V: TERMINATION AND AMENDMENT

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

#### ARTICLE VI: LIMITATION OF LIABILITY

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

#### ARTICLE VII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

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

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Health, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

**ARTICLE VIII: CONSTRUCTION**

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

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

Dwayne Pielech /s/	7-30-07
Dwayne Pielech, Director Belmont County Department of Job and Family Services	Date
H.L. Vermillion /s/	7-3-007
H.L. Vermillion Belmont County Health Department Administrator	Date
Mark A. Thomas /s/	8-1-07
Belmont County Commissioner	Date
Charles R. Probst, Jr. /s/	8-1-07
Belmont County Commissioner	Date
Gordie W. Longshaw /s/	8-1-07
Belmont County Commissioner	Date

Approved as to form:

Robert W. Quirk /s/  
 \_\_\_\_\_  
 Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTIONS RELATIVE TO THE RENEWAL OF \$990,000 VARIOUS PURPOSE BOND ANTICIPATION NOTES, SECOND SERIES, SIXTH (2007) DATED AUGUST 15, 2007**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt the following resolutions relative to the renewal of \$990,000 Various Purpose Bond Anticipation Notes, Second Series, Sixth (2007) dated August 15, 2007 and maturing August 14, 2008:

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE ISSUANCE OF \$80,000 OF NOTES TO PAY PART OF THE COSTS OF ACQUIRING COMPUTER EQUIPMENT AND RELATED SOFTWARE FOR USE BY THE COUNTY'S COMMON PLEAS COURT**

ENTERED IN COMMISSIONER'S JOURNAL  
 NO. 88 PAGE NO. \_\_\_\_\_

The Board of County Commissioners of Belmont County, Ohio, met in regular session at 10:00 o'clock a.m. on August 1, 2007, at the commissioners meeting room located in the Belmont County Courthouse, St. Clairsville, Ohio with the following members present:

Mr. Thomas moved the adoption of the following resolution:

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

RESOLUTION AUTHORIZING THE ISSUANCE OF \$80,000 OF NOTES TO PAY PART OF THE COSTS OF ACQUIRING COMPUTER EQUIPMENT AND RELATED SOFTWARE FOR USE BY THE COUNTY'S COMMON PLEAS COURT.

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring computer equipment and related software for use by the County's Common Pleas Court (the "Project"); and

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

WHEREAS, notes heretofore issued in the amount of \$85,000 to finance part of the cost of the Project are about to mature and should be renewed in the amount of \$80,000; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from fines and fees collected by the County Common Pleas Court and the general revenues of the County, and on such notes from such net revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues");

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

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$80,000 for the purpose of paying part of the costs of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2008, shall bear interest at the rate of approximately seven per cent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding five (5) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$80,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be dated the date of their issuance, (ii) mature not more than one (1) year from such date of issuance; (iii) bear interest at a rate per annum not exceeding six percent (6%) per annum, which interest shall be payable at maturity, (iv) be issued in such numbers and denominations of \$5,000 and any integral multiple thereof as may be requested by the purchaser, and (v) be payable as to both principal and interest in federal funds of the United States of America upon presentation at the designated office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

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

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

The Notes shall be designated "Court Computer Bond Anticipation Notes, Sixth (2007) Renewal".

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

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Notes pursuant to the provisions of the Purchase Agreement. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes or otherwise in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other bond anticipation note issues of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners, the terms of which are incorporated herein by reference.

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

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

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

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

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and not otherwise deemed so designated. This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the county during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the county and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 12. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 13. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two

members of this board of county commissioners and the county auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mr. Thomas            Mr. Probst            Mr. Longshaw

NAYS:

**ADOPTED, this 1st day of August, 2007.**

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

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING  
THE ISSUANCE OF \$640,000 OF NOTES TO PAY PART OF THE  
COST OF CONSTRUCTING GARAGES FOR USE BY THE COUNTY ENGINEER**

ENTERED IN COMMISSIONER'S JOURNAL

NO. 88 PAGE NO. \_\_\_\_\_

The Board of County Commissioners of Belmont County, Ohio, met in regular session at 10:00 o'clock a.m. on August 1, 2007, at the commissioners meeting room located in the Belmont County Courthouse, St. Clairsville, Ohio with the following members present:

Mr. Thomas moved the adoption of the following resolution:

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

RESOLUTION AUTHORIZING THE ISSUANCE OF \$640,000 OF NOTES TO PAY PART OF THE  
COST OF CONSTRUCTING GARAGES FOR USE BY THE COUNTY ENGINEER.

**WHEREAS, this Board of County Commissioners has heretofore determined the necessity of constructing garages for use by the County engineer (the "Project"); and**

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty (30) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, notes heretofore issued in the amount of \$800,000 to finance part of the cost of the Project are about to mature and should be renewed in the amount of \$640,000; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from moneys to be distributed to the County pursuant to Chapter 5735 of the Ohio Revised Code, and on such notes from such net moneys and proceeds of such bonds or renewal notes (collectively, the "Revenues");

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

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$640,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2008, shall bear interest at the rate of approximately nine per cent (9%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty (30) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$640,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be dated the date of their issuance, (ii) mature not more than one (1) year from such date of issuance; (iii) bear interest at a rate per annum not exceeding six percent (6%) per annum, which interest shall be payable at maturity, (iv) be issued in such numbers and denominations of \$5,000 and any integral multiple thereof as may be requested by the purchaser, and (v) be payable as to both principal and interest in federal funds of the United States of America upon presentation at the designated office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

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

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

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

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

The Notes shall be designated "County Engineer Buildings Bond Anticipation Notes, Seventh (2007) Renewal".

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

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Notes pursuant to the provisions of the Purchase Agreement. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes or otherwise in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other bond anticipation note issues of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners, the terms of which are incorporated herein by reference.

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

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

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

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

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and not otherwise deemed so designated. This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the county during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the county and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 12. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 13. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this board of county commissioners and the county auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mr. Thomas Mr. Probst Mr. Longshaw

NAYS:

**ADOPTED, this 1st day of August, 2007.**

Jayne Long /s/

Clerk

Board of County Commissioners  
County of Belmont, Ohio

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING  
THE ISSUANCE OF \$270,000 OF NOTES TO PAY PART OF THE  
COST OF CONSTRUCTING BUILDING IMPROVEMENTS FOR USE  
BY THE EMERGENCY MANAGEMENT AGENCY**

ENTERED IN COMMISSIONER'S JOURNAL

NO. 88 PAGE NO. \_\_\_\_\_

The Board of County Commissioners of Belmont County, Ohio, met in regular session at 10:00 o'clock a.m. on August 1, 2007, at the commissioners meeting room located in the Belmont County Courthouse, St. Clairsville, Ohio with the following members present:

Mr. Thomas moved the adoption of the following resolution:

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

RESOLUTION AUTHORIZING THE ISSUANCE OF \$270,000 OF NOTES TO PAY PART OF THE  
COST OF CONSTRUCTING BUILDING IMPROVEMENTS FOR USE BY THE EMERGENCY  
MANAGEMENT AGENCY.

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of constructing building improvements for use by the Emergency Management Agency (the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty (30) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, notes heretofore issued in the amount of \$300,000 to finance part of the cost of the Project are about to mature and should be renewed in the amount of \$270,000; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from moneys to be distributed to the County pursuant to Chapter 5735 of the Ohio Revised Code, and on such notes from such net moneys and proceeds of such bonds or renewal notes (collectively, the "Revenues");

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

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$270,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2008, shall bear interest at the rate of approximately nine per cent (9%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty (30) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$270,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be dated the date of their issuance, (ii) mature not more than one (1) year from such date of issuance; (iii) bear interest at a rate per annum not exceeding six percent (6%) per annum, which interest shall be payable at maturity, (iv) be issued in such numbers and denominations of \$5,000 and any integral multiple thereof as may be requested by the purchaser, and (v) be payable as to both principal and interest in federal funds of the United States of America upon presentation at the designated office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

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

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

The Notes shall be designated "Emergency Management Building Bond Anticipation Notes, Second (2007) Renewal".

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

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Notes pursuant to the provisions of the Purchase Agreement. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes or otherwise in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other bond anticipation note issues of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners, the terms of which are incorporated herein by reference.

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

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

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

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

SECTION 10. That the Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and not otherwise deemed so designated. This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the county during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the county and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 11. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 12. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 13. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this board of county commissioners and the county auditor are each hereby separately authorized to execute and deliver on behalf

of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mr. Thomas Mr. Probst Mr. Longshaw

NAYS:

**ADOPTED, this 1st day of August, 2007.**

Jayne Long /s/

Clerk

Board of County Commissioners  
County of Belmont, Ohio

**IN THE MATTER OF RESOLUTION CONSOLIDATING THREE BOND  
ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO  
INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE  
TERMS OF SUCH CONSOLIDATED NOTE ISSUE**

ENTERED IN COMMISSIONER'S JOURNAL

NO. 88 PAGE NO. \_\_\_\_\_

The Board of County Commissioners of Belmont County, Ohio, met in regular session at 10:00 o'clock a.m. on August 1, 2007, at the commissioners meeting room located in the Belmont County Courthouse, St. Clairsville, Ohio with the following members present:

Mr. Thomas moved the adoption of the following resolution:

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

RESOLUTION CONSOLIDATING THREE BOND ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED NOTE ISSUE.

WHEREAS, this Board of County Commissioners has adopted three resolutions authorizing the following general obligation bond anticipation note issues pursuant to Chapter 133 of the Ohio Revised Code for the purposes indicated: (1) \$640,000 County Engineer Buildings Bond Anticipation Notes, Seventh (2007) Renewal for the purpose of paying part of the cost of constructing garages for use by the County engineer; (2) \$80,000 Court Computer Bond Anticipation Notes, Sixth (2007) Renewal for the purpose of paying part of the costs of acquiring computer equipment and related software for use by the County's Common Pleas Court; and (3) \$270,000 Emergency Management Building Bond Anticipation Notes, Second (2007) Renewal for the purpose of paying part of the costs of constructing building improvements for use by the Emergency Management Agency (such note issues are collectively referred to as the "2007 Series Notes"); and

WHEREAS, this Board of County Commissioners desires to issue and sell the 2007 Series Notes on a consolidated basis pursuant to Section 133.30(B) of the Ohio Revised Code and this resolution;

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

SECTION 1. That pursuant to the provisions of Section 133.30(B) of the Ohio Revised Code, some or all of the 2007 Series Notes, as determined by the County Auditor in the Certificate of Award, as hereinafter defined, without further action of this Board of County Commissioners, shall be consolidated into a single note issue which shall be designated "Various Purpose Bond Anticipation Notes, Second Series, Sixth (2007) Renewal" (such consolidated notes are hereinafter referred to as the "Consolidated Notes").

SECTION 2. That the Consolidated Notes shall be issued under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Consolidated Notes shall (i) be dated as of the same date as the 2007 Series Notes, (ii) be in a principal amount equal to the sum of the aggregate principal amounts of the 2007 Series Notes, (iii) be numbered from R-1 upwards in order of issuance, (iv) be of the denominations requested by the purchaser, (v) mature on the date the 2007 Series Notes mature in an amount equal to the sum of the maturity amounts for the 2007 Series Notes for such date, and (vi) bear interest payable at maturity at a rate equal to the rate of interest on the 2007 Series Notes.

The Consolidated Notes shall not be subject to optional redemption.

It is hereby determined by this Board of County Commissioners that the issuance of the Consolidated Notes provided herein are in the best interests of the County and that the maturity provisions set forth above are consistent with the aggregate of the separate maturities of the respective resolutions authorizing the 2007 Series Notes.

SECTION 3. That the Consolidated Notes shall express upon their faces a summary statement of purposes encompassing the purposes stated in the resolutions authorizing the 2007 Series Notes and that they are issued in pursuance of this resolution. The Consolidated Notes shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimile signatures, and may bear the seal of such County Auditor or a facsimile thereof. The Consolidated Notes shall be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company to be designated the County Auditor in the Certificate of Award (as hereinafter defined) without further action of this Board of County Commissioners as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Consolidated Notes, without deduction for exchange, collection or service charges, to the person whose name appears on the Note registration records as the registered holder thereof. The Consolidated Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Consolidated Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Consolidated Note during the 15-day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Consolidated Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

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

SECTION 4. That the provisions of the respective resolutions authorizing the 2007 Series Notes relating to security and sources of payment, federal tax status of the 2007 Series Notes and of interest payable thereon, are hereby incorporated by reference into this resolution and the Consolidated Notes.

SECTION 5. That the Consolidated Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award") pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Consolidated Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Consolidated Notes to the Purchaser, to give all appropriate notices and certificates

and to take all steps necessary to effect the due execution and delivery of the Consolidated Notes pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Consolidated Notes, except as any premium and accrued interest received, shall be apportioned, deposited and credited in accordance with Section 133.32 of the Ohio Revised Code to the respective purposes and funds in accordance with the amount of each issue of 2007 Series Notes and for which purposes such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Consolidated Notes or otherwise in the manner provided by law.

SECTION 6. That for purposes of this resolution, the following terms shall have the following meanings:

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

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

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

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

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

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

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

SECTION 7. That the Consolidated Notes are hereby designated as “qualified tax-exempt obligations” to the extent permitted by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) and not otherwise deemed so designated. This board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the county during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the county and designated as “qualified tax-exempt obligations” for such purpose will not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 8. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Consolidated Notes hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or “arbitrage bonds” under Sections 103(b)(2) and 148 of the Code and the regulations prescribed thereunder, including any expenditure requirements, investment limitations or rebate requirements. The County Auditor and other appropriate officers, or any other officer having responsibility with respect to the issuance of such Consolidated Notes is authorized and directed to give an appropriate certificate on behalf of this County on the date of delivery of the Consolidated Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

SECTION 9. That the County Auditor is hereby authorized without further action of this Board of County Commissioners to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Consolidated Notes, in each case in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 10. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 11. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 12. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Consolidated Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this board of county commissioners and the county auditor are each hereby separately authorized to execute and

deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 13. That this resolution shall take effect immediately upon its adoption.

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

AYES: Mr. Thomas Mr. Probst Mr. Longshaw

NAYS:

ADOPTED, this 1st day of August, 2007.

Jayne Long /s/

Clerk

Board of County Commissioners  
County of Belmont, Ohio

**IN THE MATTER OF APPROVING PAY REQUISITION  
NO. 7 FOR THE BCSSD BELMONT LIFT STATION &  
FORCE MAIN PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve Pay Requisition No. 7 for the Belmont County Sanitary Sewer District Belmont Lift Station & Force Main Project as follows, based upon the recommendation of David Grum, Project Coordinator and Jeff Vaughn, Project Engineer.

Glen James & Sons, Inc. \$34,516.34  
Vaughn, Coast & Vaughn, Inc. 2,280.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPLICATIONS FOR PAYMENT  
FOR THE BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the following Applications for Payment for the Belmont County Jail addition project, based upon the recommendation of Craig Van Horn, Wachtel & McAnally Architects/Planners, Inc. and Marshall Piccin, Project Engineer.

<b>Contractor</b>	<b>Pay Application Number</b>	<b>Amount</b>
<b>Metal Masters, Inc. (HVAC)</b>	<b>3</b>	<b>\$ 368.00</b>
<b>W.G. Tomko, Inc. (Plumbing)</b>	<b>12704-2</b>	<b>4,855.72</b>
<b>Colaiani Construction, Inc. (General)</b>	<b>2</b>	<b>142,726.77</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF  
SOUTH CENTRAL POWER INVOICE/BUILDINGS & GROUNDS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve the payment of South Central Power Invoice No. 17-001945, in the amount of \$ 3,648.55, for the installation of electric service to the county's pole building located on Hammond Road. (Work Order #503157; Service Order #824-243-010)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING JACK REGIS TO  
SIGN AS THE BOARD'S REPRESENTATIVE ON THE  
STANDARD OUTDOOR LIGHTING AGREEMENT WITH  
SOUTH CENTRAL POWER/BUILDINGS & GROUNDS**

Motion made by Mr. Probst, seconded by Mr. Longshaw to authorize Jack Regis, Belmont County Buildings and Grounds Facilities Manager, to sign as the Board's representative on the Standard Outdoor Lighting Agreement with South Central Power for the installation and service to the "Outdoor Lights" for the pole barn located on Hammond Road. (Work Order #503157; Service Order #824-243-010)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH  
OHIO-WEST VIRGINIA EXCAVATING FOR PROJECT 07-8  
SLIP REPAIR, CATS RUN ROAD/BELMONT CO. ENGINEER**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a contract, on behalf of Belmont County Engineer, with Ohio-West Virginia Excavating for Project 07-8 Slip Repair, Cats Run Road, (CH56) in the amount of \$181,234.00.

Note: 75% FEMA, 12 1/2% State EMA funds, 12 1/2% Local Funds

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
PROJECT 07-8 SLIP REPAIR  
CATS RUN ROAD**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 1st day of August, 2007 between **OHIO-WEST VIRGINIA EXCAVATING COMPANY**, P.O. Box 128, Powhatan Point, Ohio 43942 and Charles Probst, Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** hereby agrees to furnish all service, labor, material and equipment and do all work requisite necessary to repair roadway slip area along County Highway 56 (Cats Run Road) and other related work in accordance with plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
404 CY	UNCLASSIFIED EXCAVATION INCLUDING ROCK AND/OR SHALE	\$18.50	\$7,474.00
450 FT	HP12 X 63 OR W12 X 65 PILING, FURNISHED, DRILLED, ENCASED IN CONCRETE	\$70.00	\$31,500.00
735 FT	W14 X 176 PILING, FURNISHED, DRILLED, ENCASED IN CONCRETE	\$100.00	\$73,500.00
148 EA	6" X 24" X 56" REINFORCED CONCRETE LAGGING	\$140.00	\$20,720.00
260 SQ FT	TREASTED WOOD CRIBBING	\$11.50	\$2,990.00
554 CY	GRANULAR BACKFILL	\$50.00	\$27,700.00
48 CY	ASPHALT CONCRETE BASE COURSE	\$170.00	\$8,160.00
13 CY	ASPHALT CONCRETE LEVELING & SURFACE COURSE	\$200.00	\$2,600.00
70 LF	12" CONDUIT, TYPE B, SMOOTH INVERT HDPE	\$32.00	\$2,240.00
100 LF	STEEL GUARDRAIL AND WOOD POST RESET	\$37.50	\$3,750.00
75 LF	DITCH CLEANING AND SHAPING	\$8.00	\$600.00
	<b>TOTAL</b>		<b>\$181,234.00</b>

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS  
Mark A. Thomas /s/  
Charles R. Probst, Jr. /s/  
Gordie W. Longshaw /s/

OHIO-WEST VIRGINIA EXCAVATING CO  
 BY: W. Roger Levi /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH OHIO-WEST VIRGINIA EXCAVATING FOR THE ISSUE II BEL-SOM 35 AND BEL-WAY 35 BRIDGE REPLACEMENT PROJECT/BELMONT CO. ENGINEER**

Motion made by Mr. Probst, seconded by Mr. Longshaw to enter into a contract, on behalf of Belmont County Engineer, with Ohio-West Virginia Excavating for the Issue II Bel-Som 35 and Bel-Way 35 Bridge Replacement Project, an OPWC Project, in the amount of \$444,000.00.

*Note: Includes removal and replacement of two bridges on TR 35, one in Somerset Twp. and one in Wayne Twp.*

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
 ISSUE 2**

**BEL-SOM-35-00.19 AND BEL-WAY-35-00.97 BRIDGE REPLACEMENT PROJECT  
 OPWC PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 1st day of August, 2007 between **OHIO-WEST VIRGINIA EXCAVATING COMPANY**, P.O. Box 128, Powhatan Point, Ohio 43942 and Charles Probst, Mark Thomas and Gordie Longshaw, Commissioners of Belmont County, WITNESSETH that said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** hereby agrees to furnish all service, labor, material and equipment and do all work requisite necessary to remove and construct new bridges and perform all associated roadway, grading, drainage and other work described in the bid documents.

Methods of Construction, Composition and Preparation of Materials shall conform to all applicable Sections of the 1997 edition of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

LUMP SUM	BEL-SOM-35-00.19 CLEARING, REMOVAL & DISPOSAL OF EXISTING BRIDGE, AND CONSTRUCTION OF A NEW BRIDGE, INCLUDING ABUTMENTS WITH ROADWAY EXCAVATION, EMBANKMENT, GRADING, PAVING, AND SEEDING, AS PER CONTRACT SPECIFICATIONS.	LUMP SUM	\$255,000.00
LUMP SUM	BEL-WAY-35-00.97 CLEARING, REMOVAL & DISPOSAL OF EXISTING BRIDGE, AND CONSTRUCTION OF A NEW BRIDGE, INCLUDING ABUTMENTS WITH ROADWAY EXCAVATION, EMBANKMENT, GRADING, PAVING, AND SEEDING, AS PER CONTRACT SPECIFICATIONS	LUMP SUM	\$189,000.00
	<b>TOTAL</b>		<b>\$444,000.00</b>

County will certify 26% of \$444,000.00 which is \$115,440.00.

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS  
Mark A. Thomas/s/  
Charles R. Probst, Jr. /s/  
Gordie W. Longshaw /s/

OHIO-WEST VIRGINIA EXCAVATING CO  
 BY: W. Roger Levi /s/

Upon roll call the vote was as follows:

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

**ON THE MATTER OF APPROVING AND SIGNING  
CHANGE ORDER NO. G-1 FOR COLAIANNI CONSTRUCTION,  
INC./BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign Change Order Number G-1 for Colaianni Construction, Inc., General Contractor for the Belmont County Jail Addition Project, in the amount of \$11,134.37, based upon the recommendation of Craig Van Horn, Wachtel & McNally Architects/Planners, Inc. and Marshall Piccin, Project Engineer, for mobilization for a larger auger cast pile drilling rig due to extended depth of holes.

*Note:* Original contract sum: \$2,795,000.00  
Change Order increase: 11,134.37  
New Contract sum: \$2,806,134.37

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING  
CHANGE ORDER NO. G-2 FOR COLAIANNI CONSTRUCTION,  
INC./BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Longshaw to approve and sign Change Order Number G-2 for Colaianni Construction, Inc., General Contractor for the Belmont County Jail Addition Project, in the amount of \$1,769.87, based upon the recommendation of Craig Van Horn, Wachtel & McNally Architects/Planners, Inc. and Marshall Piccin, Project Engineer, to bring on site a rotary drilling rig required to drill through rock where refusal occurred at or around 4' from surface.

*Note:* Original contract sum: \$2,795,000.00  
Previous Change Orders (Net) 11,134.27  
Current Change Order increase: 1,769.87  
New Contract sum: \$2,807,904.24

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCHEDULING AUGUST 8, 2007  
MEETING TIME**

Motion made by Mr. Thomas, seconded by Mr. Probst to reschedule meeting time of the August 8, 2007, meeting from 10:00 a.m. to 10:45 a.m.

*Note:* Time change is due to the fact Commissioner Thomas will be on vacation and due to a scheduling conflict, only one Commissioner would be available at 10:00 a.m. meeting time.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:22 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 12:22 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 8th day of August, 2007.

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\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK