

St. Clairsville, Ohio

October 3, 2007

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Gordie W. Longshaw. Minutes of the meeting of September 26, 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	Misc. phone service/General Fund	4,460.87
Belmont Co. CSEA Admin. Fund	34% Reimb. of IV-D Contract/General Fund	1,389.78
Elan Financial Services	Travel exp.-C. Probst/General Fund	63.91
Elan Financial Services	Travel exp.-M. Thomas/General Fund	34.75
J.C. Penney Corporation	Misc. ladders for maintenance/General Fund	225.00
Judge Jennifer Sargus	Mileage reimb./General Fund	111.25
Mary Catherine Nixon	Mileage reimb./General Fund	113.47
C-John A. Vavra	Attorney Fees/Indigent Guardianship Fund	337.50
K-Lash Paving, Inc.	Road oil/Rd & Bridge Impr. & Repair Fund	12,607.50
Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	1,429.67
M-Doan Ford, Inc.	Vehicle-Juvenile Ct./Youth Service Subsidy Program	24,701.50
Hills Group Home	School pictures/Placement II-Juvenile Court Fund	11.50
Kroll Laboratory	Testing/Intake Coordinator-Juvenile Court Fund	49.00
N-Southeastern Equip Co.	Rent to Own Equip/Rd & Bridge Impr. & Repair Fund	4,500.00
Walmart Community	Smoke Alarms-EMA/Emergency Operations Center Constr. Fund	41.85
Wilson Blacktop Corp.	Asphalt Materials/Rd & Bridge Impr. & Repair Fund	13,922.50
S-Belmont Senior Services	Oct. Operating Expenses/In Home Care Levy-Comm on Aging Fund	149,000.00
Beth Andes, MS, PCC	Contract services-GS/District Detention Home Fund	2,240.00
Columbus Crowne Plaza North	Conference/Common Pleas Court-Gen. Special Projects Fund	332.73
Crossroads	Service agreement/Comm-Based Corrections Act Grant Fund	6,250.00
Lilienthal	Drilled paper/Probate Court Computer Fund	63.90
Ohio Assoc. For Court Administrators	Conference/Common Pleas Court-Gen. Special Projects Fund	200.00
Randy L. Marple	Seminar/Certificate of Title Admn Fund	226.99
T-Chase Bank	CDBG Funds/Commissioner CDBG Fund	5,974.00
Y-Health Assurance-HMO	October premium/Employer's Share Holding Account	56,430.40
Health Assurance-PPO	October premium/Employer's Share Holding Account	151,967.00
Health Plan	October premium/Employer's Share Holding Account	148,113.32

**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 October 3, 2007 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$1,750.50; \$8,757.05; \$1,133.77
GENERAL/AUDITOR	\$3,576.16
GENERAL/EMA	\$602.02
GENERAL/SHERIFF	\$3,377.63; \$2,145.41; \$185.00
B-Dog and Kennel	\$722.33
H-Job & Family, CSEA	\$6,355.02
Job & Family, Public Assistance	\$64,251.79; \$4,853.14; \$93.00; \$7,099.58
Job & Family, WIA	\$21,477.72; \$28,203.00
K-Engineer MVGT	\$60,100.17; \$791.02
M-Juvenile Ct.-Title IV-E Reimb	\$799.95
Juvenile Ct.-Placement Services	\$19,680.00
S-District Detention Home	\$8,679.10; \$664.08
Job & Family, Children Services	\$7,949.58; \$1,335.19
Oakview Juvenile Residential Center	\$7,041.73
Sheriff Commissary	\$154.88
Sheriff Concealed Handgun License	\$1,562.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN**  
**THE BELMONT COUNTY GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfer of funds within the Belmont County General Fund.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A16.000 Indigent Burials	\$ 1,500.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfer within the Belmont County General Fund.

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stab	E-0131-A006-A25.000 Sheriff/Housing of Prisoners	\$15,170.00

\*For August 2007 outside housing of prisoners

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0063-A002-B28.003 PERS Magistrate	\$ 1,360.37
	E-0063-A002-B25.002 Magistrate Salary	\$ 127.56
	E-0213-A001-H01.000 Examinations	\$ 2,313.09
	E-0054-A006-F03.000 EMA Utilities	\$ 3,800.00
	E-0054-A006-F07.000 EMA Other Exp	\$ 7,200.00
	E-0131-A006-A15.007 Unemployment Sheriff	\$ 1,420.00
	E-0131-A006-A17.012 Sheriff Repairs	\$ 10,000.00
	E-0131-A006-A08.000 Sheriff Food	\$ 20,000.00
	E-01310A006-A06.011 Sheriff Cont. Serv	\$ 1,200.00
	E-0131-A006-A12.000 Sheriff Gas	\$ 10,000.00
	E-0131-A006-A09.000 Medical Expenses	\$ 11,000.00
	E-0181-A003-A06.011 Contract Serv Elec Bd	\$ <u>11,216.00</u>
	Total	\$79,637.02

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY GENERAL FUND**

Motion made by Mr. Thomas, seconded by Mr. Longshaw to approve the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
E-0055-A004-B18.000 Other Expenses (fuel)	E-0055-A004-B14.011 Contract Services	\$ 20,000.00
E-0055-A004-B18.000 Other Expenses (fuel)	E-0055-A004-B07.000 Jail/Utilities	\$ 20,000.00
E-0055-A004-B18.000 Other Expenses (fuel)	E-0257-A015-A14.000 Attorney Fees	\$ 10,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE GENERAL FUND/COMMON PLEAS COURT/MAGISTRATE**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfer of funds within the General Fund/Common Pleas Court/Magistrate.

FROM	TO	AMOUNT
E-0063-A002-B27.012 Equipment	E-0063-A002-B25.002 Salaries-Employees	\$ 1,300.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR SUPREME COURT FAMILY DRUG COURT FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following transfers within fund for the Supreme Court Family Drug Court Fund.

FROM	TO	AMOUNT
E-0400-M077-M02.008 Fringe Benefits	E-0400-M077-M01.002 Salaries	\$ 151.87

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of August, 2007.

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	226.66
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	374.44
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD #1 03004002 Transfers In	18.15
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	15.75
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>177.12</u>
<b>TOTAL</b>		<b>812.12</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION  
CHARGEBACKS-SEPTEMBER AND OCTOBER 2007**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following transfer of funds for Hospitalization Chargebacks for September and October 2007.

<b>FROM</b>		<b>TO</b>	
E-0054-A006-F08.006	DISASTER SERVICES	R-9891-Y091-Y01.500	580.66
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	8,142.94
E-0056-A006-E11.006	911 FUND	R-9891-Y091-Y01.500	10,465.05
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	10,014.42
E-0041-A002-H05.006	PROBATION OFFICER	R-9891-Y091-Y01.500	580.66
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	22,262.38
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	8,059.54
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	290.33
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	1,972.26
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	1,455.12
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	2,586.12
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	5,364.62
E-2150-H030-H11.000	PARK HEALTH CENTER	R-9891-Y091-Y01.500	94,835.11
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	2,552.92
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	85,005.92
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	135,877.88
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	11,302.92
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,293.06
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	2,934.28
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	34,511.32
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	12,416.70
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	1,191.46
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	7,194.70
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	517.14
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,455.12
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	14,559.48
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,455.12
<b>WATER DEPARTMENT</b>			
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	4,632.78
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	13,893.22
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	3,063.24
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	2,700.04
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	507.72
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	178.60
<b>COUNTY HEALTH</b>			
E-2210-E001-E15.006		R-9891-Y091-Y01.500	9,383.28
E-2214-F076-F01.002	PH infrastructure	R-9891-Y091-Y01.500	1,764.90
E-2215-F077-F01.002	Family Planning	R-9891-Y091-Y01.500	661.18
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	366.88
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	1,395.12
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	37.80
<b>Juv Court/Grants</b>			
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	1,191.46
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	517.14
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	1,293.06
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	1,810.20
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	1,293.06
			<b>TOTALS</b>
			<b>523,566.91</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

**GENERAL FUND/COMMISSIONERS**

E0051-A001-A50.000 Commissioners/Budget Stabilization \$15,000.00

***2nd Installment-Partial Repayment of \$160,000 Cash Adv to PHC dated 6/27/07***

***Balance due: \$130,000.00***

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE GENERAL FUND/COMMON PLEAS COURT**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

E-0061-A002-B05.000 Intense Probation/Clerk of Courts  
Supervisory Fees Collected in July, August & Sept. \$ 7,587.62

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE GENERAL FUND/MAGISTRATE**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

E-0063-A002-B25.002      Salaries-Employees      \$ 4,087.59

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

E-0131-A006-A09.000      Medical Expenses      494.00  
E-0131-A006-A12.000      Travel      120.00  
E-0131-A006-A23.000      Background Checks      105.00  
E-0131-A006-A24.000      E-SORN      205.00  
**TOTAL**      **924.00**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE ENFORCEMENT EDUCATION FUND/SHERIFF**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

E-1652-B016-B02.000      Education Expenses      \$ 293.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE H030 COUNTY HOME FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

**COUNTY HOME FUND H030**

E-2150-H030-H02.002      Salaries      170,000.00  
E-2150-H030-H03-010      Supplies      50,000.00  
E-2150-H030-H04.000      Food      0,000.00  
E-2150-H030-H06.000      Contract Services Utilities      150,000.00  
**TOTAL**      **380,000.00**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE SOIL CONSERVATION FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

E-1810-L001-L14.000      Other Expenses      \$ 5,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE JUVENILE COURT INTAKE COORDINATOR FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

**M-62- INTAKE COORDINATOR**

M62 Other expenses  
E-0400-M062-M02.000      \$ 2,140.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE P001 BELMONT COUNTY SANITARY SEWER DISTRICT #1 FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date October 3, 2007.

**E-3700-P001-P23.011 WW#1 Contract Services      \$ 29,785.24**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE COMMISSARY FUND S00/SHERIFF'S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

**SHERIFF'S DEPARTMENT/COMMISSARY FUND S00**

E-5100-S000-S01.010 Supplies \$ 4,325.64

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE CONCEALED HANDGUN LICENSE FUND S01/  
SHERIFF'S DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

**SHERIFF'S DEPARTMENT / CONCEALED HANDGUN LICENSE FUND S01**

E-5101-S001-S06.000	License Issuance	\$ 932.50
E-5101-S001-S07.012	Equipment	\$ 932.50
<b>TOTAL</b>		<b>\$ 1,865.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE S12 PORT AUTHORITY FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

**S12 PORT AUTHORITY FUND**

E-9799-S012-S01.002	Salaries	\$ 25,693.63
E-9799-S012-S07.000	Professional/Research	9,100.00
E-9799-S012-S02.006	Hospitalization	200.00
E-9799-S012-S03.012	Equipment	1,200.00
E-9799-S012-S04.010	Supplies	250.00
E-9799-S012-S05.000	Travel Expenses	6,000.00
E-9799-S012-S06.000	Marketing/Promotion	1,500.00
E-9799-S012-S11.005	Medicare	1,000.00
E-9799-S012-S08.003	PERS	3,500.00
<b>TOTAL</b>		<b>\$ 48,443.62</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR OAKVIEW JUVENILE REHABILITATION S030 FUND**

Motion made by Mr. Thomas, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

E-8010-S030-S54.000	Food	2,306.66	August NSLA
E-8010-S030-S54.000	Food	180.00	Meal Tickets
E-8010-S030-S74.000	Youth Activity Fund	110.00	
<b>TOTAL</b>		<b>2,596.66</b>	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR DISTRICT DETENTION HOME S033 FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

**DISTRICT DETENTION HOME**

E-0910-S033-S33.002	Salaries	\$ 65,000.00
E-0910-S033-S44.003	OPERS/STRS	10,000.00
E-0910-S033-S50.005	Medicare	500.00
E-0910-S033-S47.006	Hospitalization	29,000.00
E-0910-S033-S40.000	Medical	1,000.00
E-0910-S033-S34.010	Supplies	3,551.23
E-0910-S033-S37.000	Contract Repairs	3,000.00
E-0910-S033-S38.011	Contract Services	3,400.00
E-0910-S033-S39.000	Food Service Expenses	6,000.00
E-0910-S033-S60.010	Supplies/GS	5,500.00
E-0910-S033-S61.000	Food Service Exp/GS	3,000.00
E-0910-S033-S65.011	Contract Services/GS	3,500.00
E-0910-S033-S67.000	Travel & Training/GS	1,000.00
E-0910-S033-S69.000	Activities/GS	500.00
E-0910-S033-S70.000	Contingency Fund/GS	500.00
<b>TOTAL</b>		<b>135,451.23</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE S070 BELMONT SENIOR SERVICES**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date October 3, 2007.

**E-5005-S070-S05.011 Contract Services, In Home Care Levy \$ 173,942.46**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE SHERIFF'S RESERVE ACCOUNT**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

E-9710-U010-U06.000 Other Expenses \$ 71.51

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE  
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Probst, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 3, 2007.

E-1511-W080-P01.002 Salary 2,405.00  
E-1511-W080-P07.006 Hospitalization 1,000.00  
**TOTAL 3,405.00**

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Thomas to execute payment of Then and Now Certification dated September 26, 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. Probst Yes  
Mr. Thomas Yes  
Mr. Longshaw Absent

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

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

**BCSSD** – Dale Jendrusik and Dan Walls to Twinsburg, OH, on October 11, 2007 to take EPA certified contact hour class and demonstration. A county vehicle will be used.

Rich Maleski and William Timko to Logan, OH, on October 30, 2007 for an EPA Swimware Training Session. A county vehicle will be used.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST FOR CERTIFICATION  
OF MONIES BY THE BUDGET COMMISSION**

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

**GENERAL - \$15,000.00** transferred from Park Health Advances Out into R-0040-A000-A48.575 Adv In on September 26, 2007. \*2<sup>nd</sup> Installment-Partial Repayment of \$160,000 Cash Advance from Budget Stab to PHC dated 6/27/07.

**IN HOME CARE LEVY FUND - \$173,942.46**

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Mr. Louis Johnson attended today's meeting to thank the board, Commissioner Thomas and Engineer Fred Bennett for a bridge that is under construction in Lafferty.

Mr. Frank Hornick, Coordinator, LTC for SEIU/District 1199, representing Park Health Center, was present to discuss their contract. Commissioner Thomas stopped Mr. Hornick to advise contractual matters would not be discussed in an open public meeting. Mr. Hornick stated there was language left out of the contract and that error needs to be addressed. Commissioner Thomas asked if this had been discussed with Mr. Ryan Erdos, (Park Health Administrator) and his staff. Mr. Hornick replied, yes. He also asked for the negotiation records of Mr. Mike Kinter, who has since retired. Commissioner Thomas advised him to put his requests in writing and to again speak with Mr. Erdos and Park Health's human resources company.

Mr. Richard Hord made the following suggestions to the board. First, he wanted to know if the board would consider having county departments who receive county money, such as the Port Authority and Department of Job and Family Services, give quarterly reports in a meeting that was open to the public. Commissioner Thomas noted that the Port Authority Board and staff meet monthly and it is an open

public meeting, so there is no need for them to come here. DJFS is not an issue as their Director is under the board's employment. Even though Commissioner Thomas said it was a good idea, he was not receptive to asking the Judges, Treasurer or Auditor that he or she was to come in to give a report, as it is not required by law; they are their own boss and they work for the taxpayers. Commissioner Probst gave Mr. Hord the CAFR report and said it contains all the county agency reports. Mr. Hord asked about Belmont Senior Services and Commissioner Thomas said they are a private entity, under contract with the board and are required to keep the board informed on a somewhat regular basis.

Mr. Hord requested the boards' consideration in renaming the Habilitation Center after A.J. Mel Sargus.

Commissioner Thomas welcomed Kathy Gagin from Congressman Charlie Wilson's office. He said Field Representative Kristi Paolina usually attended the Commissioners' meetings, but has taken another position within Congressman Wilson's office. He explained that Kathy will now be attending and she has brought information on proposed economic development issues that will be turned over to the Port Authority.

**IN THE MATTER OF ENTERING INTO GRANT AGREEMENT  
WITH STATE OF OHIO, DEPT. OF DEVELOPMENT, FOR THE  
CDBG COMMUNITY DEVELOPMENT PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter into a grant agreement with the State of Ohio, Department of Development, for the Small Cities Community Development Block Grant (CDBG) Community Development Program, Grant Number B-F-07-007-1, in the amount of \$280,000.00 for the period beginning September 1, 2007 through February 28, 2009.

*Note: This is the agreement that is executed every two years with the State for the CDBG Formula funds to be administered by Belomar.*

**STATE OF OHIO  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
COMMUNITY DEVELOPMENT PROGRAM  
CFDA No. 14.228  
GRANT AGREEMENT**

**F.T.I. Number: 346000236**

**Grant Number: B-F-07-007-1**

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and **Belmont County**, located at **101 West Main Street, Courthouse, St. Clairsville, Ohio 43950**, (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2007** and ending **February 28, 2009**.

**BACKGROUND INFORMATION**

**A.** Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

**B.** The Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

**C.** The Grantee has submitted an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Projects.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

**STATEMENT OF THE AGREEMENT**

**1. Award of Grant Funds.** Grantor hereby grants funds to the Grantee in the amount of **Two Hundred Eighty Thousand Dollars and no cents (\$280,000)** (the "Funds"), for the sole and express purpose of providing for the performance of the **CDBG Community Development Program**, and shall undertake the Projects as set forth in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The grant of Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

**2. Scope of Work.** Grantee shall undertake the Projects and activities as set forth in Attachment A. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and request and provide guidance and direction to the Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

**3. Use of Grant Funds.** Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by the Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project, the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. The Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. The Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

**4. Term.** The parties agree that the term of this Agreement shall be as stated in the opening paragraph of this Agreement. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the term of this Agreement.

**5. Payment of Grant Funds.** Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

**6. Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in the separate account upon the books and records of the Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Failure to comply with this requirement may allow Grantor to withhold payment allocation requests until such compliance is demonstrated.

**7. Reporting Requirements.** Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

**8. Grantee Requirements.** Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

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

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

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

years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

a. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit Office:

- i. The opinion on the financial statements is other than unqualified.
- ii. The report identifies a material instance of noncompliance.
- iii. The report identifies a reportable condition or material weakness in internal controls.
- iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.
- v. The report identifies an instance or indicator of an illegal act which could result in criminal prosecution.
- vi. The report contains an uncorrected significant finding from a prior related audit.

b. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit Office. (See the OHCP Financial Management Rules and Regulations Handbook.)

c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

d. The Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

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

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

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

**14. Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. Grantee shall fully indemnify the Grantor for any cost of the Grantee which is disallowed by said federal agency and which must be refunded thereto by the Grantor.

**15. Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

**16. Termination.** Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that are complete and accurate.
- c. Failure of the Grantee to use the Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

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

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

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

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

**21. Adherence to State and Federal Laws, Regulations.**

a. Grantee accepts full responsibility for payments of any and all unemployment compensation, insurance premiums, worker's compensation premiums, income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

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

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

**23. Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this award of Grant Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this award of Grant Funds, the Grantee shall be required to return all Grant Funds immediately pursuant to Ohio Revised Code Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C) (1). Any person who provides a false statement to

secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

**24. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.** If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

**25. Miscellaneous.**

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

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

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

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

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

1. In case of the Grantor, to:

Ohio Department of Development  
Office of Housing and Community Partnerships  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001

2. In case of the Grantee, to:

Belmont County Commissioners  
101 W. Main Street, Courthouse  
St. Clairsville, Ohio 43950  
Attn: Mark A. Thomas, President

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

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

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

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

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

GRANTEE:  
Belmont County  
  
By: Mark A. Thomas /s/  
Mark A. Thomas, President

GRANTOR:  
State of Ohio  
Department of Development  
By: \_\_\_\_\_  
Lee Fisher  
Lt. Governor of Ohio  
Director, Ohio Department of Development  
Date: \_\_\_\_\_

Date: 10/3/07

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: September 19 and September 26, 2007.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/VILLAGE OF BELLAIRE**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the Village of Bellaire's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$12,000.00, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

*North Guernsey Street (48<sup>th</sup> Street to SR 7 Exit)*

***The estimated cost will be \$12,000.00 all of which is from the vehicle license tax fund.***

Upon roll call the vote was as follows:

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

**11:00 Bid Opening-Engineer's Project 07-12  
IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 07-12 RESURFACING PORTIONS OF CR 102 (MT. OLIVETT ROAD)**

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's Project 07-12 Resurfacing Portions of CR 102 (Mt. Olivett Rd) they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Lash Paving, Inc. PO Box 296 Colerain, OH 43916	X	\$ 231,260.24
Shelly & Sands, Inc. PO Box 66 Rayland, OH 43943	X	\$ 228,099.00

(Engineer's Estimate - \$ 229,795.00)

Present for the bid opening were Engineer Fred Bennett, Wilson Adams of Lash Paving, Ed Leonard of Shelly & Sands, and Kim North of The Times-Leader.

Motion made by Mr. Probst, seconded by Mr. Thomas to turn over all bids received for the Belmont County Engineer's Project 07-12 Resurfacing Portions of CR 102 (Mt. Olivett Road) to County Engineer Fred Bennett for review and recommendation.

**Note: Funding Source-Permissive Sales Tax**

Upon roll call the vote was as follows:

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

*\*Note: Commissioner Thomas said County Engineer Fred Bennett will be reviewing above bids today and may possibly return to the meeting with his recommendation for the lowest and best bid due to the approaching cold weather season and the need to complete the project as soon as possible..*

**DISCUSSION HELD** – Commissioner Thomas introduces Kathy Gagin, Field Representative from Congressman Charlie Wilson's office to Larry Merry, Port Authority Director and to Bill Morgan, Port Authority Assistant Director in order that they can meet to discuss a potential riverfront development project. Mr. Thomas explained the Port Authority is one of two economic development offices in the county and was recreated in August 2006.

**IN THE MATTER OF ADOPTING A RESOLUTION ACCEPTING AMOUNTS AND RATES AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR**

Motion made by Mr. Thomas, seconded by Mr. Probst to adopt a Resolution pursuant to the Ohio Revised Code 5705.34, accepting the amounts and rates as determined by the Belmont County Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor.

*Note: This action is necessary annual as part of the budgetary process. The board is accepting the County Auditor's estimates of revenues to be generated by the tax levies.*

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR (BOARD OF COUNTY COMMISSIONERS)  
Rev. Code, Secs. 5705.34, .35**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 3rd day of October, 2007, at the office of the County Commissioners with the following members present:

Mark A. Thomas  
Charles R. Probst Jr.

Mr. Thomas moved the adoption of the following Resolution:

**WHEREAS**, this Board of County Commissioners in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1<sup>st</sup>, 2008; and

**WHEREAS**, the Budget Commission of Belmont County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

**RESOLVED**, By the Board of County Commissioners of Belmont County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

**RESOLVED**, That there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A  
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

FUND	Amount Approved by Budget Commission Inside 10 M. Limitation	Amount to be Derived From Levies Outside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
General Fund	\$2,176,500.00		2.30	
Mental Health		156,000.00		.50
Mental Health		569,000.00		1.00
Children Services		170,000.00		.35
Children Services		185,700.00		.65
Mental Retardation Fund		1,770,000.00		2.50
Mental Retardation Fund		532,500.00		1.00
Mental Retardation Fund		875,300.00		1.50
Mental Retardation Fund		1,169,600.00		2.00
Senior Citizens Fund		433,000.00		.50
Senior Citizens Fund		940,000.00		1.00
Senior Citizens Fund		293,300.00		.50
<b>Total</b>	<b>\$2,176,500.00</b>	<b>\$ 7,031,400.00</b>	<b>2.30</b>	<b>11.50</b>

SCHEDULE B  
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	<u>Maximum Rate Authorized To Be Levied</u>	<u>County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)</u>
<b>GENERAL FUND:</b>	<b>YEAR</b>	
Current expense levy authorized by voters on Not to exceed                      Years.		
Current expense levy authorized by voters on Not to exceed                      Years		
Current expense levy authorized by voters on Not to exceed                      Years		
Current expense levy authorized by voters on Not to exceed                      Years		
TOTAL GENERAL FUND OUTSIDE 10 M. LIMITATION		
<b>SPECIAL LEVY FUNDS:</b>		
Levy authorized by voters on <b>Mental Health</b> <b>11-08</b> <b>2005</b> not to exceed <b>10</b> Years	1.50	725,000.00
Levy authorized by voters on <b>Children Services</b> <b>5-02</b> <b>2006</b> not to exceed <b>10</b> Years	.35	107,000.00
Levy authorized by voters on <b>Children Services</b> <b>11-02</b> <b>2004</b> not to exceed <b>10</b> Years	.65	185,700.00
Levy authorized by voters on <b>Mental Retardation</b> <b>05-04</b> <b>1999</b> not to exceed <b>Continuous</b> Years	2.50	1,770,300.00
Levy authorized by voters on <b>Mental Retardation</b> <b>5-07</b> <b>1985</b> not to exceed <b>Continuous</b> Years	2.00	1,169,600.00
Levy authorized by voters on <b>Mental Retardation</b> <b>11-04</b> <b>1980</b> not to exceed <b>Continuous</b> Years	1.00	532,500.00
Levy authorized by voters on <b>Mental Retardation</b> <b>11-04</b> <b>1986</b> not to exceed <b>Continuous</b> Years	1.50	875,300.00
Levy authorized by voters on <b>Senior Citizens</b> <b>11-08</b> <b>2005</b> not to exceed <b>5</b> Years	.50	433,000.00
Levy authorized by voters on <b>Senior Citizens</b> <b>11-07</b> <b>2006</b> not to exceed <b>5</b> Years	1.00	940,000.00
Levy authorized by voters on <b>Senior Citizens</b> <b>11-04</b> <b>2003</b> not to exceed <b>5</b> Years	.50	293,300.00
Levy authorized by voters on not to exceed                      Years		
Levy authorized by voters on not to exceed                      Years		

And be it further

**RESOLVED**, That the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

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

Adopted the 3rd day of October, 2007

**IN THE MATTER OF APPROVING PAY APPLICATION #4  
FROM COLAIANNI CONSTRUCTION, INC./BELMONT CO.  
JAIL ADDITION PROJECT**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve Pay Application #4 from Colaianni Construction, Inc. (General Trades Contractor) in the amount of \$278,732.08 for the Belmont County Jail Addition Project, based upon the recommendation of Wachtel & McAnally Architects/Planners, Inc. and Marshall Piccin, Project Engineer:

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING A PAY**

**INCREASE FOR MS. JOAN OFAT, FULL-TIME MAINTENANCE/HOUSEKEEPING EMPLOYEE**

Motion made by Mr. Probst, seconded by Mr. Thomas to approve a \$.50 per hour pay increase, from \$8.00 to \$8.50 per hour, for Ms. Joan Ofat, full-time Maintenance/Housekeeping employee, effective with pay period ending October 13, 2007, based upon the recommendation of Jack Regis, Belmont County Facilities Manager. Ms. Ofat has successfully completed her 120-day probationary period.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING WAGE COMPENSTATION ADJUSTMENTS FOR MR. RAY WRIGHT AND GREG PADGETT/BCDJFS**

Motion made by Mr. Probst seconded by Mr. Thomas 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 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 adjust the wages of Mr. Ray Wright and Mr. Greg Padgett from a Pay Range Four, Step Five to Pay Range Five, Step Four of the bargaining unit pay schedule.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING BOARD DESIGNEES TO ATTEND MANDATORY TRAINING FOR HOUSE BILL 9 REGARDING PUBLIC RECORDS**

Motion made by Mr. Probst, seconded by Mr. Thomas to appoint Jayne Long, Clerk, Kathy Marino, Assistant Clerk, and Cindi Henry, Fiscal Officer, as the board's designees to attend the mandatory training for House Bill 9 regarding Public Records.

Upon roll call the vote was as follows:

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

**11:15 Mark Esposito, Director, Belmont County Sanitary Sewer District**

**DISCUSSION HELD RE: VILLAGE AUDIT RATE HEARINGS/ BELMONT COUNTY SANITARY SEWER DISTRICT**

Mark Esposito explained a slight increase in rates is necessary based upon the Annual Audit Report. The new rates will go into effect February 2008. He further explained that less water is being sold which in turn causes a need for the increase. The county sold approximately 86 million gallons less water between 2005 and 2006. He said the increase will be approximately 14¢ per 1000 gallons sold. Mr. Esposito explained that operational costs have stayed the same and less water is being treated. Commissioner Thomas advised that the complete audit report was available for anyone who wished to view it.

**IN THE MATTER OF APPROVING RATES FOR VARIOUS BCSSD SERVICE LOCATIONS BASED UPON ANNUAL AUDIT REPORT**

Motion made by Mr. Thomas, seconded by Mr. Probst to approve the rates as follows for the various Belmont County Sanitary Sewer District service locations based upon the Annual Audit Report, effective with the February 15, 2008 billing.

	<b>Present Rate</b>	<b>New Rate</b>
Water Plant	1.138	1.104
Bellaire	3.516	3.659
Belmont	3.516	3.659
Bethesda	3.516	4.029
Flushing	3.516	3.659
New Athens	3.516	3.659
Morristown	3.516	3.659
St. Clairsville	3.066	3.209
Tri-County	3.516	3.659
WWS #1	3.516	3.659
WWS #2	2.927	3.203

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR ENGINEER PROJECT 07-12- RESURFACING PORTIONS OF CO. HIGHWAY 102 (MT. OLIVETT RD)**

**11:25 a.m. County Engineer Fred Bennett returned to the meeting and recommended to award the bid for Project 07-12 to the low bidder, Shelly & Sands, Inc., in the amount of \$228,099.00.**

Motion made by Mr. Thomas, seconded by Mr. Probst to award the bid for Belmont County Engineer Project 07-12 Resurfacing portions of Co. Highway 102 (Mt. Olivett Rd) to Shelly & Sands, Inc., in the amount of \$228,099.00, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING EXECUTIVE  
SESSION AT 11:30 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to enter executive session pursuant to O.R.C. 121.22(G)(1) Personnel Exception to consider the discipline of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE  
SESSION AT 11:45 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn executive session pursuant to O.R.C. 121.22(G)(1) Personnel Exception to consider the discipline of a public employee.

Upon roll call the vote was as follows:

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

**DISCUSSION: Commissioner Thomas reported the following action was being taken as a result of the Executive Session.**

**IN THE MATTER OF AUTHORIZING BCDJFS  
DIRECTOR TO TAKE DISCIPLINARY ACTION  
AGAINST AN EMPLOYEE**

Motion made by Mr. Thomas, seconded by Mr. Probst to authorize Belmont County Department of Job and Family Services Director, Dwayne Pielech, to take disciplinary action against an employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:47 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Probst to adjourn the meeting at 11:47 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 10th day of October, 2007.

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

Gordie W. Longshaw - Absent

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