

St. Clairsville, Ohio

November 16, 2011

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Jayne Long, Clerk of the Board.

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

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Coffland, 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.

Claim of	Purposes	Amount
A-Fairfield Computer Services, LLC	Monthly Dog Lic. Software subscription/General Fund	150.00
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	921.51
E-AT&T	Wireless/911 Wireless Fund	577.73
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	436.51
N-Absolute Concrete	Concrete/Bridge & Retaining Wall Construction Fund	2,610.00
N-Jeff Frye	Sanitary Sewer Easement/Neffs Sanitary Sewer Project	700.00
N-Jones-Stuckey Ltd., Inc.	Prof. Services/Bridge & Wall Construction Improv. Fund	17,360.00
N-Lash Paving, Inc.	Asphalt/Bridge & Wall Construction Improv. Fund	1,427.15
O-Huntington National Bank	Principal payment/DJFS Equipment Bond Retirement Fund	125,000.00
O-Huntington National Bank	Interest payment/DJFS Equipment Bond Retirement Fund	2,648.87
O-USDA Rural Development	Phase I Bond Payment/WWS #3 Phase I-Bond Account	136,163.75
P-Borden Office Equipment Co.	Supplies/BCSSD Funds	1,015.69
P-Hach Company	Materials/SSD #2 Revenue Fund	83.10
P-Municipal Utilities	Purchased Water/BCSSD Funds	256.32
P-Sewer Bond Retirement Fund 1142	Surcharge collection fee/SSD #2 Revenue Fund	14,226.26
P-Sidwell Materials, Inc.	Materials/SSD#1 Revenue Fund	50.27
P-Totterdale Bros. Supply Co.	Materials/BCSSD Funds	2,283.46
P-Univar USA, Inc.	Materials/WWS #3 Revenue Fund	708.00
P-W.W. System #3	Purchased water/W.W. System #2 Revenue Fund	39,169.87
S-Assoc. of Muni/Cty Judges of Ohio, Inc.	Membership/Northern Ct. General Special Projects Fund	110.00
S-AT&T	Internet/Northern Div. Ct. Computer Fund	64.99
S-AT&T	Phone service/Port Authority Fund	153.95
S-Comcast	Internet/Clerk of Courts Computer Fund	160.00
S-MOS	Printer repair/Eastern Ct. General Special Projects Fund	90.00
S-OAMCCC	2012 Membership Dues/Northern Ct. General Special Projects Fund	175.00
S-Salem Office Products	Supplies/Certificate of Title Admn. Fund	798.00
S-TSG	Remote network monitoring/Eastern Div. Ct. Computer Fund	1,483.58
S-Val-U-Check Business Products	Supplies/Clerk of Courts Computer Fund	89.00

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for November 16, 2011 as follow:

FUND	AMOUNT
A-GENERAL	\$28,847.53; \$10,118.41; \$1,939.28; \$3,038.76; \$481.24
A-GENERAL/AUDITOR	\$370.75
A-GENERAL/CHEST CLINIC	\$226.36
A-GENERAL/JUVENILE COURT	\$1,520.99
A-GENERAL/SHERIFF	\$6,597.34
A-GENERAL/911	\$3,315.43
B-Dog Kennel	\$5,574.91
H-Job & Family, CSEA	\$3,465.00
H-Job & Family, Flood Grant	\$2,760.60
H-Job & Family, Public Assistance	\$13,709.35; \$8,595.45; \$703.09; \$8,728.78
H-Job & Family, WIA	\$7,347.81; \$6,200.00; \$22,504.51
J-Real Estate Assessment Fund	\$558.07
K-Engineer MVGT	\$2,031.74; \$33,167.79; \$47.94
M-Juvenile Ct. – Care & Custody	\$25.00
M-Juvenile Ct. – Title IV-E Reimb.	\$846.16
P-Sanitary Sewer District	\$449.12; \$511.40; \$2,122.50; \$1,845.07; \$3,122.87; \$1,001.45; \$957.03; \$2,800.00; \$1,512.77; \$2,452.50
S-Job & Family, Children Services	\$22,322.62
S-Job & Family, Senior Programs	\$15,165.54; \$7,528.58; \$1,077.87; \$65,951.00
S-Oakview Juvenile Residential Center	\$1,305.06
S-Sheriff Commissary	\$562.70
T-CHIP Grant Fund	\$4,450.00
T-Sanitary Sewer District	\$133.87
U-Sheriff Reserve Account	\$254.95
W-Law Library Fund	\$8,308.82

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR
THE GENERAL FUND/JUVENILE COURT

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

From	To	Amount
Equipment	Supplies (fuel/repairs)	\$1552.56
E-0082-A002-C21.012	E-0082-A002-C32.010	
Contract Repairs	Supplies (fuel/repairs)	
E-0082-A002-C22.000	E-0082-A002-C32.010	<u>\$433.00</u>
Total		\$1,985.56

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/RECORDER

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

FROM	TO	AMOUNT
E-0121 A006-B02.002 Salaries-Employees	E-0051-A001-A02.002 Salaries-Employees	\$ 250.00

Note: Payment to Kathy Marino for Extended Hours in Recorder's Office on November 12, 2011.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/RECORDER

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

FROM	TO	AMOUNT
E-0121 A006-B02.002 Salaries-Employees	E-0131-A006-A04.002 Salaries	\$ 30.00

Note: Payment to Deputies for Extended Hours in Recorder's Office on November 15, 16, & 17, 2011. One half hour more each day than planned.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BELMONT CO. FLOOD FUND

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Belmont Co. Flood Fund.

FROM	TO	AMOUNT
E-2530-H004-H06.010 Admn.	E-2530-H004-H01.002 Salaries	\$ 5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BCDJFS WIA AREA 16 FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within fund for the BCDJFS WIA AREA 16 Fund.

FROM	TO	AMOUNT
E-2610-H008-H02.000 Carroll Co. DJFS-WIA	E-2610-H008-H01.000 Belmont Co. DJFS-WIA	180,000.00
E-2610-H008-H02.000 Carroll Co. DJFS-WIA	E-2610-H008-H03.000 Harrison Co. DJFS-WIA	40,000.00
E-2610-H008-H02.000 Carroll Co. DJFS-WIA	E-2610-H008.H04.000 Jefferson Co. DJFS-WIA	<u>180,000.00</u>
TOTAL		400,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

FROM	TO	Amount
WWS #2		
E-3701-P003-P32.074	OE TRANS OUT	E-3701-P003-P23.011 SERVICES \$3,000.00
E-3701-P003-P31.000	OE OPER	E-3701-P003-P25.000 PURCHASED WA 0
WWS #3		
E-3702-P005-P17.002	SALARIES	E-3702-P005-P23.011 SERVICES \$25,000.00
SSD #2		
E-3705-P053-P16.74	OE TRANS OUT	E-3705-P053-P09.000 SEW. DISPOSAL <u>\$22,000.00</u>

TOTAL \$80,000.
00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfer within fund for the Port Authority Fund.

FROM	TO	AMOUNT
E-9799-S012-S01.002 Salaries	E-9799-S012-S03.012 Equipment	\$500.00

Upon roll call the vote was as follows:

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

IN THE MATTER TRANSFER BETWEEN THE GENERAL FUND AND HOSPITALIZATION Y091 FUND

Motion made by Mrs. Favede seconded by Mr. Coffland to approve the following transfer from the Belmont County General Fund into the Hospitalization Fund.

FROM	TO	AMOUNT
E-0256-A014-A06.006 Group Liab.	R-9861-Y091-Y01.500 Hosp.	\$100,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS/BCSSD WWS#3 REVENUE FUND TO WWS#3 BOND FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the WWS#3 Revenue Fund to the WWS#3 Bond Fund.

FROM	TO	AMOUNT
WWS#3 REVENUE	WWS#3 BONDS	
E-3702-P005-P34.074 Transfers Out	R-9201-O004-O06.574 Phase I – Transfers In	13,544.48

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/SHERIFF DEPT.

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 16, 2011.

E-0131-A006-A04.002	Salaries - Road	\$ 2,325.76
---------------------	-----------------	-------------

Note: Workers Comp wages paid to Dep. Thomas J. Gorza

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/SHERIFF

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 16, 2011.

E-0131-A006-A04.002	Salary Road	\$ 2,130.30
---------------------	-------------	-------------

Note: Funds represent Drug Task Force Funds.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/SHERIFF

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 16, 2011.

E-0131-A006-A16.000	Other Expenses	\$ 197.42
---------------------	----------------	-----------

Note: Funds received from Prosecutor –FOJ to pay for developing photos in Kevin Smith murder case.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE 911 WIRELESS FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 16, 2011.

E-2301-E011-E01.011	Contract Services	\$ 13,300.78
---------------------	-------------------	--------------

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 16, 2011.

E-1810-L001-L01.002	Salaries	\$ 1,420.00
E-1810-L001-L01.002	Salaries	8,420.00
E-1810-L001-L07.000	Service Fees	900.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE W.W. S. #3 PHASE I BOND FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 16, 2011.

W.W. S. #3 PHASE I BOND

E-9201-O004-O01.050	Principal	\$37,000.00
E-9201-O004-O02.051	Interest	\$99,163.75
TOTAL		136,163.75

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BCJFS EQUIPMENT FUND O38 NOTE RETIREMENT**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 16, 2011.

E-9217-O038-002.051	Interest	\$ 2,648.87
E-9217-O038-000.050	Principal	\$125,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE WWS #3 REVENUE FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 16, 2011.

WWS #3 REVENUE FUND

E-3702-P005-P34.074	Transfers Out	\$ 250,000.00
---------------------	---------------	---------------

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE CRITICAL INCIDENT STRESS MNGMNT/EMA**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 6, 2011.

E-1726-P096-P06.000	Other Expenses	\$ 250.00
---------------------	----------------	-----------

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 16, 2011.

S12 PORT AUTHORITY FUND

E-9799-S012-S01.002	Salary	\$ 2,290.00
---------------------	--------	-------------

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of November 16, 2011.

E-8011-S031-S02.000	Food (Meal Tickets)	112.50
E-8011-S031-S02.000	Food (NSLA)	1,994.94
ACTIVITY FUND S032		
E-8012-S032-S00.000	Activity Fund	169.22

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes

Mrs. Favede Yes

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

Motion made by Mr. Coffland, seconded by Mr. Probst to execute payment of Then and Now Certification dated November 16, 2011, 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. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Probst, seconded by Mr. Coffland granting permission for county employees to travel as follows:
AUDITOR – Andrew Satak and Doug DeVault to travel to Columbus, OH, on Nov. 29 thru Dec. 1, 2011, to attend County Auditor's Assoc. of Ohio 2011 Winter Conference. A county car will be used. Estimated expenses: \$700.00
BCDJFS – Various Senior Center Directors and Seniors to attend various outings in November and December, 2011. Estimated expenses: \$128.00
VETERANS – Lucinda Maupin to travel to Columbus, OH, on Nov. 18-20, 2011, to attend Ohio State Assoc. of County Veterans Service Commission training.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meetings of October 5 and October 12, 2011.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER PROJECT 11-6 BRIDGE REPLACEMENT (REHM ROAD AND SLOAN'S RUN)

Motion made by Mr. Coffland, seconded by Mr. Probst to award the bid for the Belmont County Engineer's Project 11-6 BEL-COL-426-0.12 & BEL-RIC-436-2.25 Bridge Replacement project (Rehm Road and Sloan's Run) to the low bidder, Ohio-West Virginia Excavating, in the amount of \$335,105.00, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE SIGNING OF THE OHIO PUBLIC WORKS COMMISSION PROJECT AGREEMENT/ BEL-COL-426-0.12 & BEL-RIC-436-2.25 BRIDGE REPLACEMENT PROJECT

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize Commissioner Probst to execute the agreement with the State of Ohio for Ohio Public Works Commission financial assistance for the project entitled BEL-COL-426-0.12 & BEL-RIC-436-2.25 BRIDGE REPLACEMENT PROJECT, Grant CU080, in the amount of \$273,000.00.

Note: This is for the bridge replacements on Rehm Road and Sloan's Run Road, Belmont County Engineer's Project 11-6.

**OHIO PUBLIC WORKS COMMISSION
PROJECT AGREEMENT
GRANT / LOAN**

STATE CAPITAL IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this **2nd** day of **November, 2011** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **Belmont County, Belmont County** (hereinafter referred to as the "Recipient"), located at **Courthouse, St. Clairsville, OH 43950**, in respect of the project named **BEL-COL-426-0.12 & BEL-RIC-436-2.25 BRIDGE REPLACEMENT PROJECT**, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed **Two Hundred Seventy-Three Thousand Dollars (\$273,000)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **013-00013**

OPWC Grant Project Control No. **CU080**

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE BELMONT COUNTY BOARD OF

**COMMISSIONERS ON BEHALF OF THE STATE OF OHIO (THE BORROWER)
TO REIMBURSE ITS NEFFS SEWER PROJECT N027 FOR THE NEFFS SANITARY
SEWER PROJECT PHASE 1 CR080 WITH THE PROCEEDS OF TAX EXEMPT DEBT
OF THE STATE OF OHIO.**

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

RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE BELMONT COUNTY BOARD OF COMMISSIONERS ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSE ITS NEFFS SEWER PROJECT N027 FOR THE NEFFS SANITARY SEWER PROJECT PHASE 1 CR080 WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.

BE IT RESOLVED by the Belmont County Board of Commissioners on behalf of the State of Ohio that:

Section 1. The Belmont County Board of Commissioners reasonably expects to receive a reimbursement for the Neffs Sanitary Sewer Project Phase 1 as set forth in Appendix A of the Project Agreement with the proceeds of bonds to be issued by the State of Ohio.

Section 2. The maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$631,192.00.

Section 3. The Clerk of the Belmont County Board of Commissioners is hereby directed to file a copy of this Resolution with this Belmont County Board of Commissioners for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.

Section 4. This Belmont County Board of Commissioners finds and determines that all formal actions of this county concerning and relating to the adoption of this Resolution were taken in an open meeting of this Belmont County Board of Commissioners and that all deliberations of this county and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

Section 5. This Resolution shall be in full force and effect from and immediately upon its adoption.

Motion made by Commissioner Coffland, seconded by Commissioner Probst to adopt the foregoing resolution and upon roll call the vote was as follows:

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

Resolution adopted: November 16, 2011

The foregoing is a true and correct excerpt from the minutes of the meeting on November 16, 2011, of the Belmont County Board of Commissioners of Belmont County showing the adoption of the resolution hereinabove set forth.

Clerk, Jayne Long /s/

Matt Coffland /s/

Dated: November 16, 2011

Matt Coffland, President

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., Vice-President

Ginny Favede /s/

Ginny Favede

**IN THE MATTER OF AUTHORIZING COMMISSION
PRESIDENT TO SIGN AND ENTER INTO THE ECONOMIC DEVELOPMENT
REVOLVING LOAN FUND ADMINISTRATION AGREEMENT
BETWEEN COMMISSION AND OHIO DEPT. OF DEVELOPMENT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and authorize the Commission President Matt Coffland to execute the Economic Development Revolving Loan Fund Administration Agreement with the Ohio Department of Development effective January 1, 2012 through December 31, 2014.

Note: This agreement is necessary for Belmont County to administer their Community Development Block Grant Economic Development Revolving Loan Fund.

REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Revolving Loan Fund Administration 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 (the "Grantor"), and the **Belmont County Commissioners**, located at 101 W. Main St., St. Clairsville, OH 43950 with F.T.I. Number: FTI 34-6000236 (the "Grantee"), and shall be effective beginning **January 1, 2012** (the "Effective Date") and **terminate December 31, 2014** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG funds and Grantee has been awarded CDBG funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) encouraging the expansion and stability of the economic base of the designated area of the Revolving Loan Fund; and 2) encouraging increased employment opportunities, particularly for low- and moderate-income persons in designated areas of the Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Revolving Loan Fund using the CDBG Program Income and Grantee desires to administer a Revolving Loan Fund using the CDBG Program Income for the purposes stated above.

E. Grantee has adopted Resolution (or Ordinance) # N/A on Nov. 16, 2011 (date) authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Program Income, as defined herein, derived from CDBG Economic Development Program funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Revolving Loan Fund Account held by the Grantee. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG Economic Development Program funds. Furthermore, the Revolving Loan Fund ("RLF") is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OCD's RLF Policies and Procedures Manual, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

2. **RLF Plan and Use of Funds.** Grantee has adopted an RLF Plan that has been previously submitted and approved by the Grantor. Within sixty (60) days after execution of this Agreement Grantee shall update its current RLF Plan and submit the revisions to the Grantor for approval. The updated plan must include the policies and procedures established by Grantor in the OCD RLF Policies and Procedures Manual. The plan must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the local RLF Plan must be submitted to Grantor for approval. Grantee shall use the RLF Funds solely for the stated purposes set forth in this Agreement, OCD's RLF Policies and Procedures Manual and the Local RLF Plan.

3. **Loan Approvals.** Grantee shall submit to Grantor a RLF Grant/Loan Review Report Form for each project being considered for RLF assistance. Grantee must receive Grantor's written approval prior to the closing of the Grantee's local RLF economic development loan or infrastructure project.

4. Reporting Requirements. Grantee shall submit semi-annual RLF Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 semi-annual RLF Report of each year from Grantor. Each RLF Report shall include information for both economic development and housing program income. Grantee shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.

5. Compliance with General CDBG Requirements. Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

6. Compliance with Environmental Requirements. Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with CDBG Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

7. Prevailing Wage Rates and Labor Standards. Grantee shall comply with Section 570.603; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions and apply the federal Davis Bacon Labor Standards where required. In the event that any 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(s), 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.

8. Acquisition and Relocation. Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

9. National Objective Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of creating or retaining jobs for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project.

10. Suspension and Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD RLF Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

11. Subrecipient Agreements. Grantee shall not subgrant the Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

12. Term of the Agreement. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 20f herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Revolving Loan Fund Administration Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

13. Records, Access and Maintenance. Grantee shall establish and maintain for at least four (4) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a RLF as set forth in the OCD RLF Policies and Procedures Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, 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 as provided in Section 10 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the RLF Funds from its other records of operation.

14. Audits and Inspections. Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to 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 all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the RLF Funds are audited according to the requirements of the ODOD Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

15. Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, veteran status, or ancestry. Grantee shall 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, veteran status or ancestry. Grantee shall, in all solicitations or advertisements 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, veteran status, or ancestry. Grantee shall incorporate the requirements of this paragraph in all its respective contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

16. 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 and agents. 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.

17. Adherence to State and Federal Laws and Regulations.

a. General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement. Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the performance of the work authorized by this Agreement.

b. Ethics. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (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 the Ohio ethics and conflict of interest laws, 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.

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. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33.

20. 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. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or

proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

c. Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

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 the case of the Grantor, to:

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

2. In the case of the Grantee, to:

Grantee Name: Belmont County Commissioners
Address: 101 W. Main Street
City, State, Zip: St. Clairsville, OH 43950
Attention: _____

f. Amendments or Modifications. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, and 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.

j. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

k. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

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

GRANTEE:
Belmont County Commissioners

GRANTOR:

State of Ohio
Department of Development
Christiane Schmenk
Director
Ohio Department of Development

(Name)

By: Matt Coffland /s/
Printed Name: Matt Coffland
Title: President, Board of Commissioners
Date: 11/16/11

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTMENTS TO THE BELMONT CO. TRANSPORTATION IMPROVEMENT DISTRICT (TID)

Motion made by Mr. Probst, seconded by Mr. Coffland to reappoint the following members to the Belmont County Transportation Improvement District (TID) Board for a five-year term effective January 1, 2012 through December 31, 2016:

- Ginny Favede, Belmont County Commissioner
- Matt Coffland, Belmont County Commissioner
- Dennis E. Bigler, Service Director, City of St. Clairsville
- Gregory R. Bizzarri, Richland Township Trustee
- Fred F. Bennett, Belmont County Engineer

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENTS TO THE BUCKEYE HILLS RC&D COUNCIL

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following appointments to the Buckeye Hills RC&D Council for a three-year term effective December 31, 2011:

- Jim Forshey, Alternate
- Stanley Borovich, Member at Large

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
AMENDMENT TO THE TITLE XIX (19) VENDOR AGREEMENT
WITH BARNESVILLE TIRE ON BEHALF OF BCDJFS**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign the amendment to the Title XIX Vendor Agreement with Barnesville Taxi, on behalf of Belmont County Department of Job & Family Services, to increase the maximum amount from \$5,000.00 to \$15,000.00 due to an increase in usage. All other terms of the agreement remain unchanged.

Upon roll call the vote was as follows:

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to **amend the previous motion as follows:** Motion to approve and sign the amendment to the Title XIX Vendor Agreement with **Barnesville Tire**,(not Barnesville Taxi,) on behalf of Belmont County Department of Job & Family Services, to increase the maximum amount from \$5,000.00 to \$15,000.00 due to an increase in usage. All other terms of the agreement remain unchanged.

**AMENDMENT TO VENDOR AGREEMENT
WITH BARNESVILLE TIRE**

The parties agree to increase the maximum amount of the agreement from \$5,000.00 to \$15,000.00 due to increases in usage.

All other terms of the agreement remain unchanged.

This amendment takes effect upon signature of all parties.

<u>Dwayne Pielech, /s/</u>	<u>11-15-11</u>
Dwayne Pielech, Director	Date

Debra Sellers, Barnesville Tire	Date
---------------------------------	------

<u>Ginny Favede /s/</u>	<u>11/16/11</u>
-------------------------	-----------------

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

<u>Charles R. Probst, Jr. /s/</u>	<u>11/16/11</u>
-----------------------------------	-----------------

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

<u>Matt Coffland /s/</u>	<u>11/16/11</u>
--------------------------	-----------------

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

<u>David K. Liberati /s/ Assistant</u>	<u>11/15/11</u>
--	-----------------

Belmont County Prosecutor	Date
---------------------------	------

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING
LETTER OF ENGAGEMENT WITH THE AUDITOR OF STATE**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign the Letter of Engagement with the Auditor of State for services to be performed regarding the Belmont County Audit for the year ended December 31, 2011; the audit is expected to be completed by June 30, 2011 at an estimated cost not to exceed \$94,500.00.

ENGAGEMENT LETTER

November 15, 2011

Andy Satak, Belmont County Auditor

Belmont County

101 West Main Street

SI. Clairsville, Ohio 43950

This letter of arrangement between Belmont County (the Government) and the Auditor of State describes the nature and scope of the services we will provide, the Government's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the Government's audit requirements.

Summary of Services

We will audit the Government's basic financial statements as of and for the year ended December 31, 2011. We will follow U.S. generally accepted auditing standards and the Comptroller General of the United States' standards for financial audits contained in *Government Auditing Standards*, and the Single Audit Act Amendments of 1996, and the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. The objective of an audit is to express our opinion concerning whether the basic financial statements present fairly, in all material respects, the Government's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We will audit to form an opinion on the basic financial statements. We will also opine on whether supplementary information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We expect to deliver the opinion on or about June 30, 2011.

We will apply certain limited procedures to required supplementary information. However, we will not opine or provide any assurance on this information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any other assurance.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not express an opinion or any other assurance on the introductory or statistical sections of the CAFR.

Engagement Team

The engagement will be led by:

- * Charles F. Barga, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Rick L. Carpenter, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * R. Joe Holdren, Audit Manager, who will be responsible for on-site administration of our services to you.

The Auditing Process

Our Responsibilities:

The *Summary of Services* above describes our responsibilities for the Government's basic statements and other financial information.

We will plan and perform the audit to reasonably assure that the financial statements are free of material misstatement, whether caused by error or fraud. However, there are inherent limitations in auditing that prevent an auditor from providing absolute assurance on the fair presentation of the financial statements. For example, we may limit certain procedures to selective testing of data. Therefore we might not detect material

error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, illegal acts may have occurred. However, our audit provides no assurance that illegal acts generally will be detected and only reasonable assurance that we will detect illegal acts directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or illegal acts that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. *Government Auditing Standards* defines *abuse* as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for disclaiming an opinion to you, and to those charged with governance, in writing.

Your Responsibilities:

Management and those charged with governance are responsible for:

- 1.Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles.
- 2.Preparing supplementary information (including the Federal Awards Expenditure Schedule) in accordance with the applicable criteria.
 - a. Include our report on the supplementary information in any document that includes the supplementary information and that indicates that the auditor has reported on this supplementary information.
 - b. Present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.
- 3.Reporting fraud and illegal acts of which you are aware to us.
- 4.Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
- 5.Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the Government's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the Government.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the Organization (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, illegal acts, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Our Responsibilities:

As a part of our audit, we will obtain an understanding of your Government and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies.

While our audit is not designed to identify significant deficiencies, as required by *Government Auditing Standards*, we will prepare a written report to those charged with governance describing any significant deficiencies or material weaknesses we may detect.

Your Responsibilities:

Maintaining internal control over financial reporting and over compliance is management's responsibility. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Your Responsibility for Service Organizations:

Service organizations are entities to which you have outsourced accounting functions. Service organizations process transactions reflected in your Government's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your Government uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Independent Service Auditor's Report on Management's Description of a Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls* Report (Type 2 Service Organization Control Report (SOC 1)) may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. AT Section 801, *Reporting on Controls at a Service Organization* (SSAE No. 16) discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SSAE No. 16.) Our staff can discuss SSAE No. 16 and possible monitoring controls you might use with you.

You are responsible for informing our staff of the service organizations your government uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:

- Healthcare Billing Systems, Inc. which processes MRDD Medicaid claims

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Without an acceptable SSAE No. 16 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your Government's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your Government's financial statements. You are responsible for communicating the need for a SSAE No. 16 or AUP report to the service organizations, and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the report by approximately May 15, 2012 to meet your reporting deadline of June 30, 2012.

Additional Responsibilities and Reporting Under Circular A-133

Our Responsibilities:

As OMB Circular A-133 requires, we will consider and test the Government's internal control policies and procedures used in administering the federal award programs we determine to be major programs, using criteria from A-133. Based on this consideration and these tests, we will assess risk and determine the nature, timing, and extent of tests of compliance with requirements that, if not complied with, could materially affect a major federal financial assistance program's compliance.

In accordance with A-133, we will prepare the following report:

Independent Accountants' Report on Compliance With Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per Circular A-133. This report will also describe any significant deficiencies we identify relating to controls used to administer Federal award programs, and identify any significant deficiencies we determine to be material weaknesses. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Your Responsibilities:

You are responsible for identifying laws and regulations relating to Federal award programs, and for complying with them. You are responsible for compiling the Federal Awards Expenditure Schedule and accompanying notes. You are also responsible for establishing and maintaining internal control sufficient to reasonably assure compliance with laws and regulations relating to Federal award programs and controls related to preparing the Federal Awards Expenditure Schedule.

You are responsible for following up and taking corrective action on audit findings. You are also responsible for informing us of significant subrecipient relationships and vendor relationships, when a vendor is responsible for complying with Federal program requirements.

You are responsible for completing your government's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the revised electronic submission requirements effective for audit periods ending in 2008.

Representations from Management

Your Responsibilities

At the conclusion of the engagement, the Government's management will provide to us a representation letter that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the federal awards expenditure schedule in conformity with the applicable accounting basis;
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the entity's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all component units, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net assets and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to GASB-required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or federal awards expenditure schedule.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements* include the related footnotes and required and other supplemental information).

Communication

Our Responsibilities

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Unadjusted Differences (if any) at the conclusion of our audit.

Terms and Conditions Supporting Fee

As a result of our planning process, the Government and the Auditor of State have agreed to an approach designed to meet the Government's objectives for an agreed-upon fee, subject to the following conditions.

Our Responsibilities:

In providing our services, we will consult with the Government regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the Government will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Letter of Arrangement*.

Your Responsibilities:

The Government will provide in a timely manner all financial records and related information to us, an initial list of which has been [will be] furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the Government is unable to provide these schedules, information and assistance, the Auditor of State and the Government will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Letter of Arrangement*.

Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked

out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed **\$94,500**.

Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds in accordance with Auditor of State Bulletin 2009-011.

Access to Our Reports and Working Papers

Statement on Auditing Standards No. 87, *Restricting the Use of an Auditor's Report* (AU 532), requires our reports to disclose the following:

Our Independent Accountants' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards, and our *Independent Accountants' Report on Compliance With Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133* are intended solely for the information and use of the management, those charged with governance and federal awarding agencies and pass-through entities. It is not intended for anyone other than these specified parties.

AU 532 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. AU 532 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion.

Peer Review Report

As required by *Government Auditing Standards*, we have attached a copy of our most recent external quality control review report (Peer Review). The report was unqualified.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us. If you have any questions, please call Rick Carpenter, Senior Audit Manager, at 1-800-441-1389.

Very truly yours,

Dave Yost
Auditor of State of Ohio



Charles F. Barga, CPA, Chief Auditor

Attachment

cc: Audit committee.

Andy Sutak, County Auditor
Charles R. Probst, Jr. /s/
Charles Probst, County Commissioner
Matt Coffland /s/
Matt Coffland, County Commissioner
Ginny Favede /s/
Ginny Favede, County Commissioner

Date
11/16/11

Date
11/16/11

Date
11/16/11

Date

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Sandy Jaworski questioned a newspaper article concerning benefits for public employees and why the county didn't provide sick day payouts for previous employees of Belmont Senior Services, Inc. Commissioner Favede clarified that their employer was Belmont Senior Services, Inc., not the county. Commissioner Coffland explained that Belmont Senior Services, Inc. is a private company that contracted with the county. He said, "You have to deal with them, they were your employer." Commissioner Probst noted the benefit referred to in the article was for "public" employees only.

10:30 Agenda Item-Don Pickenpough, Belmont County GIS Director

RE: GIS Day Proclamation and Annual Report

Present for Don's presentation were: Fred Bennett, County Engineer; John Parkinson, Engineer's Department; Jim Davenport, Draft-Co. (they host the GIS server); Travis Vensel, Belmont County Sanitary Sewer District.

Don presented the following annual report to the Board.

GIS Day
November 17, 2011

Major Accomplishments in Belmont County GIS since last year's GIS Day

Hosted **GIS Informational Meetings** every other month:

- December: Reviewed status of 2011 Aerial Mission and LBRS MOA
- February: Kucera selected as aerial provider; installed as PLSO President
- April: County flown Apr 14 & 15
- June: *Canceled*
- August: Recap of Survey Summit/ESRI User Conference
- October: Appalachian Ohio Geospatial Data Partnership update

Continued updates to addressing/centerlines with **E-911**; obtained imagery for surrounding counties

Provided mapping updates to **Board of Elections**, particularly Fire District mapping
 Continued **parcel conversion** projects for stormwater area & Captina Creek Watershed
 Served on planning committee for **Ohio Land Records Conference**
 Attended **ACSM Survey Summit** and **ESRI User Conference**
 Presented Surveying Basics for Floodplain Managers at **Ohio Floodplain Conference**
 Co-presented at **Ohio GIS Conference** and participated in **Map Gallery**
 Attended URISA International **GIS-Pro 2011** Annual Conference
 Co-presenting on **Current Surveying and Mapping Issues** for County Engineers at upcoming CCAO/CEAO Winter Conference
 Attended Ohio Chapter of URISA and OGRIP Forum and other related **meetings**
 Serving as **President** for Professional Land Surveyors of Ohio
 Serving as **Secretary** for Appalachian Ohio Geospatial Data Partnership
Maintaining data on GIS Server at Draft-Co for data distribution and public access
 Updated GIS web site with new **tax maps scans and recorded plats**
 Handled **daily map requests** and technical support
 Numerous requests for a **countywide parcel layer** underscore the need for a GIS Technician
 Awaiting Controlling Board approval to proceed with Location Based Response System (**LBRS**) contract
Countywide half-foot pixel aerial photography project deliverables expected by year's end

Thanks to the **Belmont County Engineer** and **Belmont County Commissioners** who make the day-to-day operation of Belmont County GIS possible.

Commissioner Probst thanked Mr. Pickenpaugh for doing a great job and noted that he is well recognized nationally in his field. Commissioner Coffland said the Ohio EMA was impressed when he submitted the mapping Don provided for the recent flash flood disaster in Belmont County. Mr. Bennett said he considers Don an "ambassador" for Belmont County and others in his field look up to him. Township Trustee Frank Shaffer said he appreciates Don and the information he provides helps him with grants. Frank Papini questioned if aerial photos were redundant with satellite photography. Don said Google Earth has errors. He also said the resolution is better for emergency purposes with aerials and the federal level relies on local information to update their maps. Bill Shubat, Director, Belmont County Election Board, said the mapping provided by Don for the 2001 redistricting was extraordinary. Commissioner Favede read the following proclamation.

IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF GIS DAY 2011

Motion to adopt the proclamation in recognition of GIS Day 2011.

**PROCLAMATION
HONORING**

"INTERNATIONAL GEOGRAPHIC INFORMATION SYSTEM DAY"

WHEREAS, Belmont County is committed to expanding GIS to the schools and general public in order to showcase real-world applications of this important technology; and

WHEREAS, GIS is a tool that uses computer technology, databases and mapping to add a geographic component to tabular data; and

WHEREAS, Geography Awareness Week is November 13-19, 2011, and National GIS Day is November 16, 2011; and

WHEREAS, the use of geospatial data is increasing in the everyday world through desktop, web and mobile applications and analysis, for which accurate local data is crucial; and

WHEREAS, Mr. Don Pickenpaugh, PS, GISP, Belmont County GIS Director, represents Belmont County in the International Urban and Regional Information Systems Association (URISA), Ohio Chapter of URISA, National Society of Professional Surveyors (NSPS), Professional Land Surveyors of Ohio (PLSO), County Engineers Association of Ohio (CEAO), Ohio Geographically Referenced Information Program (OGRIP), Ohio Mid-Eastern Governments Association (OMEGA), and Bel-O-Mar; and

WHEREAS, the Belmont County Commissioners recognize GIS as an important program for improving public services and increasing government effectiveness and efficiency;

NOW, THEREFORE, the Board of Belmont County Commissioners does hereby proclaim **November 16, 2011, as INTERNATIONAL GIS DAY**, and urges all citizens to learn more about GIS in Belmont County.

Adopted this 16th day of November, 2011

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Matt Coffland, President

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr.

Ginny Favede /s/

Ginny Favede

Upon roll call the vote was as follows:

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

IN THE MATTER OF REJECTING BIDS FOR THE GRAVITY SEWER SYSTEM FOR NEFFS, WEST NEFFS AND ST. JOE AREA AND READVERTISE

Motion made by Mr. Coffland, seconded by Mr. Probst to reject all bids received for the Gravity Sewer System for the Neffs, West Neffs, and St. Joe locations and to re-advertise for the same.

ADVERTISEMENT FOR BIDS

Sealed bids will be accepted for the construction of 17,585 feet of 8" sanitary sewer line, 3437 feet of 4" sanitary sewer, and 480 feet of 6" force main, and other related work. Additional work includes the construction of one lift station including parking area and site grading plus all labor, materials, and equipment necessary to complete the project known as the **Gravity Sewer System for the following locations: (1) Neffs, (2) West Neffs, (3) St. Joe**. Bids will be received by the Belmont County Commissioners, at the Belmont County Courthouse in St. Clairsville, OH 43950, until 11:00 a.m. on Wednesday, December 28, 2011, and then at said office publicly opened and read aloud.

Plans, specifications, and bid forms can be examined at the following locations:

1. Street Engineering & Surveying

67660 Warnock - St. Clairsville Road
St. Clairsville, Oh 43950
2. Belmont County Commissioner's Office

County Courthouse

St. Clairsville, Oh 43950
3. Ohio Valley Construction Employers Council

21 Armory Drive
Wheeling, WV 26003

Plans, specifications, and bid forms may be secured at the office of Street Engineering & Surveying located at the address as listed above or phone at 1-740-695-6481, for a **payment of \$150.00**. Checks shall be made payable to "**Street Engineering & Surveying**".

A bid bond must accompany each bid in an amount of 10% of the bid amount with a surety satisfactory to the Belmont County Commissioners. Proof of Authority of the official or agent signing the bond shall accompany bid bonds.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity.

Attention of Bidders is particularly called to the Requirements as to the Federal Requirements for employment per Section 3, Segregated Facility, Section 109 and E.O. 11246. Additionally, the contractor must comply with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9.

Bids shall be sealed and marked as "**Gravity Sanitary Sewer System for Neffs, West Neffs, & St. Joe**" and mailed or delivered to:

Belmont County Commissioners
County Courthouse
101 West Main Street
St. Clairsville, Oh 43950

Attention of bidders is also called to all of the requirements contained in the bid packet, particularly to the Federal Labor Standards Revision, Davis-Bacon Act (federal prevailing wage), various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price.

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

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Commissioners' decision to award, and the Commissioners reserves the right to exercise its full discretion.

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

Upon roll call the vote was as follows:

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

RECONVENED MONDAY, NOVEMBER 21, 2011-10:00 A.M. Present: Commissioners Ginny Favede, Matt Coffland and Fiscal Officer Cindi Henry. Absent: Charles R. Probst, Jr.

BUDGET HEARING-PUBLIC DEFENDER'S OFFICE-Present were Eric Costine, Public Defender and Pam Bowman.

Eric proposed a contract for outside counsel as a cost savings measure. It will be sent to the Prosecutor for review. Eric said he will send notices to the Bar Association, etc. and report to the Board of Commissioners before hiring. He will also send an updated appropriations request to include the contract costs. He would also like to hire one full-time person with benefits to handle Juvenile Court. Eric will track the numbers and see how the proposed contract works.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION WITH DWAYNE PIELECH, BCDJFS DIRECTOR
AND ATTORNEY JEFF STANKUNAS**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Dwayne Pielech, Director, BCDJFS and Attorney Jeff Stankunas at 11:30 a.m. pursuant to ORC 121.22(G)(3) Pending Litigation.

Upon roll call the vote was as follows:

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

Mr. Pielech exited executive session at 11:45 and Commissioner Favede exited at 12:03p.m.

**IN THE MATTER OF ADJOURNING EXECUTIVE
SESSION AT 12:04 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn executive session at 12:04 p.m.

Upon roll call the vote was as follows:

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

NO ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION

**IN THE MATTER OF ADJOURNING
COMMISSIONERS' MEETING AT 12:40 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the commissioners' meeting at 12:40 p.m.

Upon roll call the vote was as follows:

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

November 16, 2011

November 16, 2011

Read, approved and signed this 22nd day of November, 2011.

_____ COUNTY COMMISSIONERS

We, Matt Coffland 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