

St. Clairsville, Ohio

August 19, 2009

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Matt Coffland and Ginny Favede, 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 Mrs. Favede, 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 & S-American Express	Travel-Juvenile/General Fund & Juvenile Ct. Computer Fund	97.46
A-BP	Gasoline-Coroner/General Fund	312.42
A-BP	Gasoline-Adult Probation/General Fund	67.00
A-Cardmember Service	Expenses-C. Probst/General Fund	195.88
A-Ellen Hudy	Contract Services/General Fund	100.00
A-GIS Services	Annual Support/GIS Projects/General Fund	2,795.00
A-Justin Work	Training-Jail School/Sheriff General Fund	450.00
A-Patricia Hurt	Travel expenses-Juvenile/General Fund	63.26
A-Robert Wallace	Mileage reimb.-Veterans/General Fund	140.40
A-Sheila Turner	Mileage reimb.-Auditor/General Fund	90.00
A-Speedway SuperAmerica	Gasoline/General Fund	105.91
A-Wheeling Office Supply Co.	Supplies/General Fund	617.95
B-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	754.69
H-DC Health Care	Payment of Sick Leave Balance/Park Health County Home Fund	64,954.87
M-Gabriel Brothers	Clothing-Juvenile/Placement II	99.86
N-Oxford Mining Company, LLC	Purchase of Property-Port Authority/Infrastructure fund	100,000.00
P-American Electric Power	Service/WWS#1 Revenue Fund	35.21
P-American Electric Power	Service/WWS#3 Revenue Fund	7,927.53
P-National City	Supplies/BCSSD Funds	32.09
P-WW System #3	Purchased Water/BCSSD Funds	39,169.87
S-Belmont Senior Services	August Operating Expenses/In Home Care Levy Com On Aging Fund	175,000.00
S-Belmont Senior Services	Additional Operating Exp./In Home Care Levy Com On Aging Fund	150,000.00
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,470.00
S-Comcast	Internet/Western Div. Ct. Computer Fund	162.46
S-Comcast	Internet/Clerk of Courts Computer Fund	160.00
S-Digital Data Communications	Scanner/Clerk of Courts Computer Fund	1,162.01
S-Wheeling Office Supply	Supplies/Certificate of Title Adm Fund	825.14
T-Chase Bank	CDBG Funds	15,101.00
W-Print n' Copy	Supplies/Prosecutor's Victim Program	63.00
Y-Bridgeport, Village of	Patching Various Streets/County Motor Vehicle License Tax	1,380.00

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for August 19, 2009 as follow:

FUND	AMOUNT
A-GENERAL	\$26,383.99; \$ 4,552.10
A-GENERAL/AUDITOR	\$296.50
A-GENERAL/COMMON PL EAS	\$1,620.39

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

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

FROM	TO	AMOUNT
SSD#2	SSD#2	
E-3705-P053-P15.000 OE Oper	E-3705-P053-P07.011 Services	\$ 4,000.00

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 BELMONT COUNTY SANITARY SEWER DISTRICT**

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

FROM	TO	AMOUNT
SSD#2	SSD#2	
E-3705-P052-P15.000 OE Oper	E-3705-P053-P03.012 Equipment	\$ 1,500.00

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 CERTIFICATE OF TITLE ADM. FUND S79**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Certificate of Title Adm. Fund S79.

FROM	TO	AMOUNT
E-6010-S079-S03.010 Supplies	E-6010-S079-S05.000 Other Expenses	\$ 200.00

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 WESTERN COURT GENERAL SPECIAL PROJECTS FUND**

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

FROM	TO	AMOUNT
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S03.006 Hospitalization	\$ 5,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE
TREASURER'S OFFICE/DRETAC FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer of funds within the Treasurer's Office/DRETAC Fund.

FROM	TO	AMOUNT
E-1410-W082-T01.002 Salaries	E-1410-W082-T09.011 Contract Services	\$ 20,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
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JUNE, 2009

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	175.39
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	329.73
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD #1 03004002 Transfers In	99.00
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	15.45
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>172.75</u>
TOTAL		792.32

JULY, 2009

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	124.38
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	240.47
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	52.16
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>55.54</u>
TOTAL		472.55

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 BELMONT COUNTY GENERAL FUND**

Motion made by Mrs. Favede, 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 August 19, 2009.

E-0257-A015-A15.074 Transfers out \$ 167,500.00

* *Monies received as an advance of funds from the lease of Park Health for usage in paying Park Health expenses.*

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 H030 COUNTY HOME 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 January 2, 2009.

COUNTY HOME FUND H030

E-2150-H030-H02.002	Salaries	64,954.87
E-2150-H030-H08.003	PERS	5,612.22
E-2150-H030-H11.000	Other Expenses	<u>65,634.65</u>
TOTAL		136,201.74

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 M60 CARE & CUSTODY 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 August 19, 2009.

Other Expenses	
E-0400-M060-M30.000	\$18,341.60
Other Expenses	
E-0400-M060-M24.000	\$14,000.00
Salaries Restitution	
E-0400-M060-M16.000	\$14,330.14

August 19, 2009

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE JUVENILE COURT PLACEMENT SERVICES FUND**

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 August 19, 2009.

M-64 PLACEMENT SERVICES

E-0400-M064-M05.000 Placement Costs \$ 38,551.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SPECIAL EMERGENCY PLANNING FUND-LEPC**

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 August 19, 2009.

E-1720-P090-P07.002 Salaries 10,500.00
E-1720-P090-P08.003 PERS 1,250.00
E-1720-P090-P09.004 Workers Comp 325.00
E-1720-P090-P03.000 Other Expenses 2,237.00
TOTAL 14,312.00

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 S025 CHILDREN SERVICES 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 August 19, 2009.

S025 CHILDREN SERVICES FUND

E-2766-S025-S10.074 Transfers Out \$ 10,820.68

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW EDUCATIONAL SERVICES S027 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 August 19, 2009.

OV EDUCATIONAL SERVICES S027

E-8007-S027-S06.000 OVESC (Program Supplies) 10,000.00

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 August 19, 2009.

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000 Food (Meal Tickets) 130.50

August 19, 2009

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE T-70 FEMA –HAZARD MITIGATION NEFFS GRANT FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede 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 August 19, 2009.

E-9712-T070-T05.013 FEMA Grant, Contract Projects \$ 42,160.00

Upon roll call the vote was as follows:

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

**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. 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 August 19, 2009.

E-1511-W080-P01.002	Salaries	2,868.00
E-1511-W080-P07.006	Hospitalization	198.00
TOTAL		3,066.00

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. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated August 19, 2009, 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. Coffland	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:
VETERANS – Robert Nixon and Christy Taylor to attend the New Service Officer Training on August 24-27, 2009, in Columbus, OH.
Estimated expenses: \$1,500.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies.
FEMA-Hazrd Mitigation Neffs Fund - \$42,160.00 paid into R-9712-T070-T01.501 on August 14, 2009. Draw No. 11.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:00 A.M.**

August 19, 2009

**IN THE MATTER OF ENTERING CONTRACT WITH
OHIO-WEST VIRGINIA EXCAVATING/ENGINEER
PROJECT 09-8 COLERAIN PIKE BRIDGE AND
RETAINING WALL REPLACEMENT PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a contract, on behalf of the Belmont County Engineer, with Ohio-West Virginia Excavating in the amount of \$ 677,300.00 for Project 09-8 Colerain Pike Bridge and Retaining Wall Replacement Project.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 09-8 COLERAIN PIKE BRIDGE AND RETAINING WALL REPLACEMENT PROJECT
O.P.W.C. PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 19th day of August, 2009 between **OHIO-WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, Ohio 43942 and Charles Probst, Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said **OHIO-WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all service, labor, material and equipment do all work requisite necessary to remove and construct a new bridge and retaining wall and perform all associated roadway, grading, drainage and other work described in the bid documents.

Methods of Construction, Composition and Preparation of Materials shall conform to all applicable Sections of the 2002 edition of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	BEL-4-22.73 CLEARING, REMOVAL & DISPOSAL OF EXISTING BRIDGE, AND CONSTRUCTION OF A NEW BRIDGE, INCLUDING, ABUTMENTS WITH ROADWAY EXCAVATION, EMBANKMENT, GRADING, PAVING, GUARDRAIL, SIGNING, STRIPING AND SEEDING, AS PER CONTRACT SPECIFICATIONS	LUMP SUM	\$275,150.00
LUMP SUM	BEL-4-22.91 CLEARING, REMOVAL & DISPOSAL OF EXISTING RETAINING WALL, CONSTRUCTION OF A NEW RETAINING WALL WITH EXCAVATION, DRILLED STEEL PILING SET IN CONCRETE, REINFORCED CONCRETE LAGGING, STONE BACKFILL, ASPHALT CONCRETE PAVING, BERMING, GUARDRAIL, STRIPING AND SEEDING, AS PER CONTRACT SPECIFICATIONS	LUMP SUM	\$403,150.00
	TOTAL		\$677,300.00

County will certify 26% of \$677,300.00 which is \$176,098.00

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

BELMONT COUNTY COMMISSIONERS

OHIO-WEST VIRGINIA EXCAVATING CO.

Matt Coffland /s/

BY: W. Roger Lewis /s/

Charles R. Probst, Jr. /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

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

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: **A CSEA-initiated judgment entry filed that summarizes the Court's activity and results of any CSEA-initiated case with or without a hearing. Magistrate will only bill for CSEA-initiated cases .**

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative

Initials of Authorized Court Representative

4. **IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is **\$123.93** per Unit of Service as determined by:
- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is **\$123,925.93**.

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$42,134.82	Local Sources
FFP Reimbursement	\$81,791.11	
Total IV-D Contract Cost	\$123,925.93	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** **The performance standards** shall be based upon the requirements in 45 CFR Part 303. The performance standards **are attached to this IV-D Contract in a separate document with a label** at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of **8 A.M.** and **6 P.M.** on the following days (**Monday through Friday**) with the exception of the following days: **county holidays**.

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or

- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
19. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
24. **Termination:** This IV-D Contract may be terminated:
 - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.

Signature of Contractor's Representative 8-12-09	Printed Name of Contractor's Representative 101 W. Main St.
Date of Signature Juvenile and Probate Judge	Printed Street Address of Contractor St. Clairsville, OH 43950
Printed Title of Contractor's Representative Charles R. Probst, Jr. /s/	Printed City, State, and Zip Code of Contractor Matt Coffland /s/
Signature of County Commissioner or Representative 8-19-09	Signature of County Commissioner or Representative 8-19-09
Date of Signature Ginny Favede /s/	Date of Signature David K. Liberati /s/ (Assistant)
Signature of County Commissioner or Representative 8-19-09	Signature of Prosecutor, if required by County Commissioners 8-14-09
Date of Signature	Date of Signature

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE APPROVAL OF THE SIGNING AND SUBMITTAL OF THE OHIO EPA WSRLA (WATER SUPPLY REVOLVING LOAN ACCOUNT) ARRA (AMERICAN RECOVERY AND REINVESTMENT ACT 2009) STANDARD LOAN AGREEMENT FOR THE MT. VICTORY WATERLINE PROJECT PHASE I/BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the Ohio EPA WSRLA (Water Supply Revolving Loan Account) ARRA (American Recovery and Reinvestment Act 2009) Standard Loan Agreement for the Mt. Victory Road Waterline Project Phase I which includes the installation of approximately 9 miles of 8" waterline and appurtenances as follows:

Total Estimated Costs:	\$1,903,232.00
ARRA Principal Forgiveness:	\$1,520,000.00
Interest Rate:	0%
Term:	30 Years
Total Borrowing Cost:	\$383,232.00

Note: The borrowed amount will be paid back from revenue generated by the project.

**DRINKING WATER ASSISTANCE FUND
WATER SUPPLY REVOLVING LOAN ACCOUNT
ARRA LOAN AGREEMENT**

This Agreement made and entered into as of the date specified on Exhibit 1 (fully incorporated herein and made a part hereof) as the "Effective Date," by and among the Director of Environmental Protection (the "Director"), as the Director of the Environmental Protection Agency of the State of Ohio, an agency duly created and existing under the laws of the State of Ohio, the Ohio Water Development Authority, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Ohio Revised Code (the "OWDA," and together with the Director, the "State"), and the governmental body specified as the "Borrower" on Exhibit 1, a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or resolution passed by the legislative authority of the Borrower on the date specified on Exhibit 1, as the "Resolution Date" (the capitalized terms not defined in the recitals being as defined in Article I herein);

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the State, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the State for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the State, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, Section 1452 of the Safe Drinking Water Act Amendments of 1996 (the "SDWA"), authorizes the Administrator of the United States Environmental Protection Agency to make capitalization grants to states to establish a drinking water assistance fund; and

WHEREAS, pursuant to the SDWA, states can provide low cost loans and other types of assistance from a drinking water state revolving fund

August 19, 2009

- (b) "Approved Application" means the application submitted to the Director on the date shown on Exhibit 1, as the "Application Date," together with all attachments, supporting documentation, amendments and supplements thereto as approved by the State, together with any amendments thereto approved by the Borrower and the State after the date of this Agreement.
- (c) "Borrower" means the entity identified on Exhibit 1, which is an entity eligible to receive assistance under Section 1452 of the SDWA and ORC Section 6109.22.
- (d) "Capitalized Interest Rate" means the effective rate of interest at which interest accrues on Principal Amounts disbursed during the construction period from the date of such disbursement.
- (e) "Contract Interest Rate" means the interest rate per annum shown on Exhibit 1, as "Interest Rate."
- (f) "Contract Period of Years" means the period of calendar years shown on Exhibit 1, as "Term In Years," commencing on the Date of Initial Payment to the WSRLA as set forth on the project schedule on Exhibit 1, provided that it shall commence no later than twelve (12) months following the actual Initiation of Operation of the Project Facilities, as presently determined in the project schedule, but in no event shall the Contract Period of Years exceed 20 years.
- (g) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.
- (h) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the proviso below), costs that may be disbursed out of funds from the WSRLA, a description and distribution of which, subject to paragraph 4.1. hereof, is shown on Exhibit 1, which is hereby incorporated into this Agreement, and revision to which Exhibit can occur only with the agreement of the State and Borrower; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the State, the payment of such costs by the State would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation. (i) "Project Plan" means all materials developed by the Borrower and the Director, including the Director's approvals and any applicable conditions, in satisfaction of Ohio Revised Code Section 6109.07, 6109.22 and 6109.24, and applicable requirements of federal law.
- (j) "Finding of No Significant Impact" or "FNSI" means all materials developed by the Borrower and the Director in satisfaction of Ohio Revised Code Sections 6109.22 (J)(4).
- (k) "Initiation of Operation" means the date, identified on Exhibit 1, by which all Project Facilities are to be in full and sustained operation as planned and designed.
- (l) "Participation Rate" means the dollar amount per semi-annual period necessary to amortize a principal amount of one dollar over the Contract Period of Years at the Contract Interest Rate.
- (m) "Performance Criteria" means the standards set forth by the Director and agreed to in writing by the Borrower which the Borrower shall meet for the design life of the Project Facilities.
- (n) "Pledged Revenues" means the one or more dedicated sources of revenue for payment of the Semi-Annual Payment, all as described in Exhibit 1, which shall include, unless otherwise indicated on Exhibit 1, Drinking Water Service Charges and other revenues derived by the Borrower from the ownership and operation of its public drinking water system (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the system and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the Borrower to secure debt obligations heretofore or hereafter issued or incurred by the Borrower for the system.
- (o) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit 1, attached hereto and made a part hereof and more particularly described in the approved plans, specifications and approvals on file with the Director, together with any changes therein made pursuant to Article III hereof.
- (p) "Project Participation Principal Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds from the WSRLA, which costs shall in no event exceed the amount specified on, Exhibit 1, as the "Principal Amount."
- (q) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.
- (r) "Semi-Annual Payment" means the amount equal to the Project Participation Principal Amount multiplied by the Participation Rate. An estimate of the Semi-Annual Payment based on the Principal Amount and the Participation Rate is specified on Exhibit 1, beneath the Principal Amount.

If the Contract Period of Years commences prior to the final determination of the Project Participation Principal Amount, the Semi-Annual Payment shall be based upon the best figures available at the time the computation of each semi-annual payment is required to be made. When such final costs are known, the Semi-Annual Payment shall be recomputed and the next following semi-annual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Project Participation Principal Amount been used in computing the Semi-Annual Payment at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

- (d) Following construction contract award and prior to the commencement of construction, the Borrower will arrange and conduct a pre-construction conference to include the Borrower, the consulting engineers of the Borrower, and all contractors, and designated representatives of the State as appropriate or necessary.
- (e) The Borrower shall comply, and shall require that all contractors and subcontractors working on the Project comply, with the prevailing wage requirements contained in Sections 4115.03 to 4115.06 of the Ohio Revised Code.
- (f) All construction contracts and contractors' estimate forms will be prepared so that materials and equipment furnished to the Borrower may be readily itemized by the Borrower and identified, if necessary, as to Eligible Project Costs and non-Eligible Project Costs.
- (g) The Borrower will not submit requests for disbursement of non-Eligible Project Costs. If, based on a payment request submitted by the Borrower, the State disburses funds from the WSRLA which are subsequently determined to be for non-Eligible Project Costs, the State will be under no obligation to provide WSRLA funding beyond the Eligible Project Costs as shown on Exhibit 1, as amended.
- (h) Any change(s) in a construction contract regardless of costs, which substantially modify the proposed Project Facilities or alter the direct or indirect impact of the Project Facilities will be submitted to the Director for prior approval and then, upon approval, be forwarded to the OWDA. If it is determined that the change(s) is substantial, additional Project Plans may be required to enable the Borrower to obtain the necessary plan approvals. The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the change orders until such time as the Director's approval of the change orders has been obtained.
- (i) Change orders which may not require prior approval of additional Project Plans by the Director shall be submitted to the Director within one (1) month of the time at which they are approved by the Borrower. The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the change orders until such time as the Director determines that prior approval of additional Project Plans is not required and the costs are eligible.
- (j) The Borrower will comply with all certifications and assurances as agreed to in the Application Compliance Certification, signed by the Authorized Representative of the Borrower, and incorporated as Exhibit 2, attached hereto and made a part hereof.
- (k) The Borrower shall be precluded from submitting to the OWDA payment requests for Eligible Project Costs unless the Borrower is in full compliance with the certifications and assurances made in the above referenced Application Compliance Certification.
- (l) Except as otherwise provided in this Agreement, the Borrower shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.3. In connection with the construction, accounting and auditing of the Project Facilities, the Borrower agrees to:

- (a) Establish fiscal controls and accounting systems of all Project Costs. These systems must be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- (b) Keep accurate records of all Eligible Project Costs. These records must be kept in accordance with Generally Accepted Government Auditing Standards (GAGAS).
- (c) Permit the State, acting by or through its designated representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of conducting record reviews, audits or examination, which examination may include examination for compliance with Ohio Revised Code Section 6109.22, the SDWA, and other applicable federal laws, and the Borrower shall submit to the State such documents and information as they may require in connection therewith.

Section 3.4. The Borrower shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.

Section 3.5. The Borrower shall require that each of its contractors and all subcontractors maintain during the life of its contract, Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance if appropriate, in amounts and on terms satisfactory to the State. Until the Project Facilities are completed and accepted by the Borrower, the Borrower or (at the option of the Borrower) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a 100 percent basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the Director, the OWDA, the Borrower, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.6. The Borrower shall provide and maintain competent and adequate engineering services; said services covering the supervision and inspection of the development and construction of the Project Facilities in accordance with the specific terms and conditions of each of the following: plan approvals, the Finding of No Significant Impact, and the approved project detailed plans and specifications, or State approved amendments thereto.

Section 3.7. Subject to the terms and conditions of this Agreement, the approval of the Director, and upon compliance by the Borrower with all the requirements of the DWAF, the Ohio Revised Code Section 6109.22, and the SDWA, which must be met before receiving disbursement of Eligible Project Costs from the OWDA, the Eligible Project Costs shall be disbursed by the OWDA. In the event this Agreement is terminated by the State pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the Borrower, whether or not in breach of the Agreement, the Project Participation Principal Amount disbursed shall be due and payable in full no later than thirty (30) calendar days after said termination, or, at the State's option, upon terms mutually agreed to between the State and the Borrower.

Section 3.8. Upon being satisfied that the requirements of this Agreement have been met, the OWDA shall deliver to the Borrower a certificate,

(a) By the time 50% of the Eligible Project Costs to be reimbursed by DWAF moneys have been disbursed by OWDA, the Borrower must demonstrate, to the satisfaction of the State, that it has completed the requirements of paragraph (a) of Section 3.10. above.

(b) At any time during the effective period of this Agreement, the Borrower must demonstrate, to the satisfaction of the State, that it is in compliance with the requirements of paragraph (b) of Section 3.10. above, as the compliance relates to construction of the Project Facilities. Except as related to paragraph (b) of Section 3.10. above, upon the failure of the Borrower to comply with the provisions of Section 3.10 and 3.11 herein as determined by the Director, the OWDA shall employ consulting engineers or other qualified personnel to perform any services necessary for the implementation of such requirements. All costs incurred by the OWDA in the employment of said personnel will be included in the Eligible Project Costs of the Project Facilities. Additionally, during the period of non-compliance with any of the requirements, the Borrower shall be precluded from submitting payment requests as noted in paragraph (k) of Section 3.2. above and the State shall not be obligated to approve such requests during such period of non-compliance.

ARTICLE IV - PAYMENTS BY BORROWER

Section 4.1. Subject to the further provisions hereinafter set forth, the Borrower agrees to and shall pay at the time of the execution of this Agreement the Application Fee and thereafter, semi-annually on January 1 and July 1 of each year of the Contract Period of Years to the WSRLA, the Semi-Annual Payment, solely from the Pledged Revenues. The date of the initial Semi-Annual Payment is identified on Exhibit 1.

The obligation of the Borrower to pay the charges set forth in this Section 4.1 shall not be assignable, and the Borrower shall not be discharged therefrom, without the prior written consent of the State. In the event that construction or operation of the Project Facilities shall cease or be suspended for any reason, unless otherwise agreed to in writing by the State, the Borrower shall continue to be obligated to pay such charges pursuant to this Section 4.1. In the event the Borrower defaults in the payment of the Semi-Annual Payment, the amount of such default shall bear interest at the Default Rate from the date of the default until the date of the payment thereof. All costs incurred by the State in curing such default including, but not limited to, court costs and attorney's fees shall be paid by the Borrower upon demand, and shall not be eligible for financing from the DWAF.

In the event that the Borrower fails to make a full Semi-Annual Payment as provided herein, the amount of any such partial payment first shall be applied as interest on the loan, with the remainder being applied toward the payment of the outstanding principal.

With respect to this Agreement, neither the general resources nor the general credit of the Borrower shall be required to be used, or pledged for the performance of any duty under this Agreement. This Agreement does not represent or constitute a debt or a pledge of the faith and credit of the Borrower. However, if otherwise lawful, nothing herein shall be deemed to prohibit the Borrower from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than the fifteenth day of June, and December, the OWDA shall invoice the Borrower for the sum owing by the Borrower pursuant to Section 4.1. and that payment of each such invoice shall be made by the Borrower to the OWDA not later than the first day of the following July or January. No failure by the OWDA to send any such invoice and no failure by the Borrower to receive any such invoice shall relieve the Borrower from its obligation to pay the amount due hereunder on the applicable due date.

Section 4.3. The Borrower hereby agrees:

(a) That it will at all times prescribe and charge such rates, after meeting: (1) operation and maintenance expenses therefore, and, (2) the payment of all amounts required by any Mortgage, Indenture of Mortgage, Trust Indenture or other instrument heretofore or hereafter granted by the Borrower, or contractual obligations between the Borrower and the State, payable solely from Pledged Revenues, as shall result in revenues at least adequate, to provide for the payments required by Section 4.1. hereof minus the amount of such payment provided from other Dedicated Repayment Sources, if any, and

(b) That the Borrower will, for the Contract Period of Years, furnish annually to the State reports of the operation and income of the Project Facilities and also an annual report of the accounts and operations of the Project Facilities and such other documents as the State may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the Borrower will permit the designated representative of the State to inspect all records, accounts, documents and data of the Project Facilities at all reasonable times, and

(c) That the Borrower will segregate the revenues, funds and properties of the Project Facilities from all other funds and properties of the Borrower.

All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Borrower within the meaning of Ohio Revised Code Section 2731.01.

Section 4.4. If the Borrower pays all or any portion of the Semi-Annual Payment from Special Assessment Funds, and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the Borrower may elect to apply the amount of such payment to the reduction of the Project Participation Principal Amount by including that amount with its next Semi-Annual Payment pursuant to Section 4.1. hereof, accompanied by a written notice to the State identifying the amount so included and directing the State so to apply that amount. Upon the receipt of such payment and notice, the OWDA shall recompute the remaining Semi-Annual Payments based on the reduced Project Participation Principal Amount, and the OWDA shall notify the Borrower in writing of the reduced amount of the remaining Semi-Annual

The Borrower shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site and the Project Facilities from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the Borrower, and the same shall be the property of the Borrower and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be; and provided further that the Borrower shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site or the Project Facilities, the result of which would be a material decrease in the Dedicated Repayment Source without first obtaining the written consent of the State thereto.

Section 5.2. The Borrower agrees that it will initiate operation of the Project Facilities in accordance with the Project Schedule, as amended, and will not discontinue operation of the Project Facilities without the approval of the Director. The Borrower agrees that it will provide adequate operation and maintenance of the Project Facilities to comply with all applicable rules and regulations of the Director. The Borrower agrees to maintain compliance with Ohio Revised Code Chapter 6109 and Ohio Administrative Code Sections 3745-81 through -99, inclusive, 3745-7, 3745-9, and any Chemical Contaminant Monitoring Schedule provided by the Director to ensure that proper and efficient operation and maintenance of the Project Facilities results from the time of Initiation of Operation until the end of the Contract Period of Years or the approval of the discontinuance of the operation of the Project Facilities by the Director. The Project Facilities shall be operated and maintained in accordance with the public water use ordinance or resolution governing the use of the Project Facilities and any administrative regulations adopted pursuant thereto acceptable to the Director as appropriate.

The Borrower will permit the State or its designated representatives to have access to the records of the Borrower pertaining to the operation and maintenance of the Project Facilities at any reasonable time following completion of construction of the Project Facilities.

Section 5.3. The Borrower agrees to insure, or cause to be insured, the Project Facilities in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. The Borrower agrees that it will provide through self-insurance or obtain public liability insurance with reference to the Project Facilities in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The Director and the OWDA, on behalf of the DWAF shall be made an additional insured under such policies.

Section 5.5. Throughout the Contract Period of Years, the Borrower shall maintain Worker's Compensation Coverage or cause the same to be maintained.

Section 5.6. Any insurance policy issued pursuant to Section 5.4. hereof shall be so written or endorsed as to make losses, if any, payable to the State on behalf of the DWAF, and the Borrower as their respective interests may appear. Each insurance policy provided for in Sections 5.3. and 5.4. hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the State and the Borrower at least ten days in advance of such cancellation. The Borrower shall deliver certificates of insurance evidencing the coverage required herein to the State.

Section 5.7. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3. and 5.4. hereof shall be applied as follows:

- (a) The net proceeds of the insurance required in Section 5.3. hereof shall be applied as provided in Section 5.9. hereof, and
- (b) The net proceeds of the insurance required in Section 5.4. hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.8. In the event the Borrower shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project Facilities in good repair and operating condition, or shall fail to operate the Project Facilities in accordance with Section 5.2. hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums of the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2. and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become a separate obligation, apart from this Agreement, of the Borrower to the OWDA, which amounts, together with interest thereon at a rate equal to three percent (3%) above the Contract Interest Rate from the date thereof, the Borrower agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the Borrower pursuant to Section 4.1. hereof, and the Borrower will: (a) Promptly repair, rebuild or restore the property damaged or destroyed, and (b) Apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the Borrower necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the Borrower.

Section 5.10. In the event that title to or the temporary use of the Project Site or Project Facilities, or any part thereof, shall be taken by any person, firm, or corporation acting under governmental authority, there shall be no abatement or reduction on the amounts payable by the Borrower pursuant to Section 5.1. hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Borrower in a separate condemnation award account and shall be applied by the Borrower in either or both of the following ways as shall be determined by the Borrower:

not constitute an Event of Default hereunder if the cure of such failure cannot be effected within thirty (30) days and if the Borrower is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the Borrower in Section 6.1 or 7.1 shall at any time during the Contract Period of Years prove to be false.

(d) The Borrower shall fail to observe any of the covenants contained in Article VII herein.

Section 6.3. The Director may terminate, suspend, or require immediate repayment of financial assistance from the Borrower in the event of a default due to failure to make any required payment, or due to any violation of the terms or conditions of this Agreement, or of the documents referred to in Section 3.2.(a), or of the plan approval for the Project Facilities under Section 6109.07 and 6109.24 of the Ohio Revised Code.

The Director may also prescribe corrective action, or direct that corrective action be undertaken, to remedy the event or violation, and the Borrower agrees to perform such corrective action.

Section 6.4. Whenever an Event of Default of payment shall have occurred and be continuing, in addition to any other rights or remedies provided herein, by law or otherwise, the State may:

(a) Declare the full amount of the then unpaid Project Participation Principal Amount to be immediately due and payable;

(b) To the extent permitted under any judgment, consent order, or agreement affecting the Borrower, require the Borrower to agree to, and the Borrower hereby agrees to, effect the subordination of the payment of any fine or penalties imposed for the violation of any federal, state, or local environmental law or regulation to the payment of the Eligible Project Costs and the interest due thereon.

Section 6.5. No right or remedy conferred upon the OWDA or the Director under Sections 6.3 or 6.4 hereof is intended to be exclusive of any other right or remedy given herein, by law, or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law, or otherwise.

Section 6.6. The Borrower releases the State from, agrees that the State shall not be liable for, and agrees to hold the State, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the Project Facilities, or the use thereof; provided that such indemnity under this Section 6.6 shall not be effective for damages that result from negligent or intentional acts of the State, its officers, employees and agents. The Borrower further agrees to indemnify and hold harmless the State, its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the Borrower in the performance of any covenant or agreement on the part of the Borrower to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the Borrower, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities (other than any accident, injury, or damage that results from negligent or intentional acts of the State, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon. In case any action or proceeding be brought against the State by reason of any claim described in this Section, the State agrees to cause written notice of such action or proceeding to be given to the Borrower, and the Borrower upon notice from the State covenants to resist or defend such action or proceedings at the Borrower's expense including all legal and other expenses (including reasonable attorneys' fees).

ARTICLE VII - MAINTENANCE OF TAX-EXEMPT STATUS OF BONDS/PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The Borrower acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet the State's obligations with regard to funding the DWAF and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the Borrower's compliance with the provisions of this Agreement. Accordingly, the Borrower agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund the loan to the borrower (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The Borrower shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the State hereunder (the "State Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the State Funds is directly or indirectly (i) secured by any interest in (A) property used or to be used for a private business use or (B) payments made with respect to such property or (ii) derived from (A) payments with respect to such property (whether or not made to the OWDA) or (B) borrowed money used or to be used for private business use.

(ii) No portion of the State Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by

August 19, 2009

Lazarus Government Center
50 West Town Street, Suite 700
P.O. Box 1049
Columbus, Ohio 43216-1049
Attn: Chief, Division of Drinking and Ground Waters

- and -

(c) in the case of the Borrower, is addressed to or delivered personally to the Borrower at the address listed on Exhibit 1, or at such other addresses with respect to any such party as that party may from time to time, designate in writing and forward to the other parties as provided in this Section.

Section 8.2. Any approval of the State required by this Agreement shall not be unreasonably withheld. Any provision of the Agreement requiring the approval of the State or the satisfaction or evidence of satisfaction of the State shall be interpreted as requiring a response by the Director and the OWDA granting, authorizing, or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the Borrower agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the Borrower. The Borrower hereby agrees that the OWDA may file such information report for and on behalf of the Borrower with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and Counsel to the Director and upon the certification of availability of funds as provided in Section 4.7. hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth herein above and shall continue in full force and effect until the final day of the Contract Period of Years, based on the Semi-Annual Payment being paid at the rate established in Section 4.1. hereof, or until the day the obligations of the Borrower under this Agreement have been fully satisfied, whichever is later.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of any of the parties hereto. This Agreement shall not be assigned by the Borrower without the prior written consent of the State. The State, at its option, may assign this Agreement without the consent of the Borrower.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date as shown on Exhibit 1.

APPROVED AS TO FORM OHIO ENVIRONMENTAL PROTECTION AGENCY

By _____
Counsel Director of Environmental Protection

APPROVED AS TO FORM OHIO WATER DEVELOPMENT AUTHORITY

By _____
General Counsel Executive Director

APPROVED AS TO FORM BORROWER

David K. Liberati /s/ By Charles R. Probst, Jr. /s/
Borrower's Counsel Title President, Belmont County Board of Commissioners

Assistant Prosecutor By _____
WSRLA ARRA Standard Loan Agreement - PUBLIC 090610

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE
FOR M&G ARCHITECTS AND ENGINEERS/NEW EASTERN
DIVISION COURT BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve payment of Invoice No. 10879 for M&G Architects and Engineers in the amount of \$4,649.93 for the period of 7/1/09 through 7/31/09 for the New Eastern Division Court building project.

Upon roll call the vote was as follows:

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

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 <u>10 M. Limitation</u>	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	\$2,290,000.00		2.30	
Senior Citizens		427,000.00		.50
Senior Citizens		965,000.00		1.00
Senior Citizens		1,449,000.00		1.50
Developmental Disabilities		536,000.00		1.00
Developmental Disabilities		1,175,000.00		2.00
Developmental Disabilities		878,000.00		1.50
Developmental Disabilities		1,778,000.00		2.50
Sewer Construction Funds				
Water Construction Funds				
Incinerator Construction Funds				
Road Construction Funds				
Other-Misc. Construction Funds				
Child Welfare Services Special Levy Funds		195,000.00		.65
Child Welfare Services Special Levy Funds		103,000.00		.35
Mental Health Special Levy Funds		733,000.00		1.50
Parks and Recreation Special Levy Funds				
Other-Miscellaneous Special Levy Funds				
Total	\$2,290,000.00	\$8,239,000.00	2.30	12.50

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

FUND	Maximum Rate Authorized To Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)

August 19, 2009

Levy authorized by voters on Developmental Disabilities 11/04/86 not to exceed Continuous Years	1.50	878,000.00
Levy authorized by voters on Developmental Disabilities 05/04/99 not to exceed Continuous Years	2.50	1,778,000.00
Levy authorized by voters on Child Welfare Services 11/02/04 not to exceed 10 Years	.65	195,000.00
Levy authorized by voters on Child Welfare Services 05/02/06 not to exceed 10 Years	.35	103,000.00
Levy authorized by voters on Mental Health 11/08/05 not to exceed 10 Years	1.50	733,000.00
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:

Mrs. Ginny Favede, YES
Mr. Charles R. Probst, Jr., YES
Mr. Matt Coffland, YES

Adopted the 19th day of August, 2009
Year

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

**IN THE MATTER OF REAPPOINTMENTS
TO THE COMMUNITY ACTION COMMISSION
GOVERNING BOARD**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following re-appointments to the Belmont County Community Action Commission Governing Board, for a one year term commencing August 1, 2009 through July 31, 2010, based upon the recommendation of Mr. Gary Obloy, Director, Community Action Commission:

- Stanley Stein, Bellaire
- Ms. Jody Geese, Belmont Metropolitan Housing Authority, Martins Ferry
- Mrs. Martha Giffen, Barnesville
- Ms. Beatrice Mead, Belmont, Ohio
- Ms. Margaret Miller, St. Clairsville

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE
ENGINEER PROJECT 09-9 EMERGENCY REPAIR OF
PIPE CREEK RD. (CO. HWY. 54) AND WILLOW GROVE
RD. (CO. HWY. 4)**

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.001 OF THE REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.001 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES.

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

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. "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 the 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 Board's decision to award, and the Board reserves the right to exercise its full discretion,"

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

Jayne Long /s/

Jayne Long, Clerk

Times Leader Advertisement: Two (2) Mondays: August 24, 2009 and August 31, 2009

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Regarding the proposed upcoming levy for the Department of Job & Family Services, the board was asked what would happen if the economy significantly improves, since it is a 10 year levy for \$1 million. Mr. Coffland stated that maybe some of the programs that were lost could be put back, but he was not sure if things would ever get back to the way they were. Mr. Probst said it is his opinion that the levy needs to be pursued because of the state of the economy that we are in today. He noted he found out about the levy last week in the 11th hour and he had a few questions. Mr. Probst said he feels the levy should be for 4 to 5 years in case the economy does turn around, then it could be put on for renewal. He said in the past week there has been work by Deputy Auditor Andy Satak, BCDJFS Director Dwayne Pielech, The Board of Elections and the Secretary of State to see if the levy language is exactly the way it is wanted or if changes need made. He noted it must not be forgotten this is because of the state funding cuts. Mr. Probst said DJFS Director Pielech has tried very hard to work with the state legislature to get them to not make significant cuts to the counties. Mrs. Favede said her concern was the thought of waiting because the children that this levy will provide services for need help today. She said that in her opinion there is nothing more vital to a community than to provide protection to the vulnerable children that are sexually molested and abused. She concluded by stating she feels strongly that we cannot run the risk of waiting for the state economy to turn around to protect the children and provide the services that DJFS provides. Commissioner Coffland said there will be no funding for a Children's Advocacy Center if the levy fails.

The Board was asked if Belmont County plans to create an Economic Development Strategic Plan and if there was a time table for completion. Commissioner Favede answered "we do." She said there is no time table but the board is committed to having one.

BREAK 10:55 A.M.

IN THE MATTER OF ADOPTING RESOLUTION RECOGNIZING BELMONT COUNTY STUDENTS WHO PARTICIPATED IN THE OHIO ACADEMY OF SCIENCE ANNUAL STATE SCIENCE DAY

Mrs. Favede noted she was overwhelmed at the amount of students from Belmont County who excelled at the state level. She acknowledged how hard school is and the Science Fair can be. She recognized the effort it takes on the parents behalf, stating you need good support at home. Mrs. Favede encouraged the students to stay strong in their studies. Mr. Probst congratulated the students and thanked them for making Belmont County proud. Mr. Coffland stated his pleasure in meeting all and encouraged them to "keep up the good work."

Motion made by Commissioner Favede, seconded by Commissioner Probst to adopt the following:

RESOLUTION

WHEREAS, the Annual State Science Day is a program of the Ohio Academy of Science and is recognized throughout the United States of America as the pinnacle of student originated inquiry based science education; and

WHEREAS, the State Science Day is the academic equivalent of a State Athletic championship and is the largest event of its kind in the nation for students in grades 7 – 12 using their scientific research and communication skills; and

WHEREAS, the Board of County Commissioners desires to recognize the achievements of those Belmont County students participating in the State Science Day;

August 19, 2009

**IN THE MATTER OF DISCUSSION HELD RE: SALE OF LOT #7
IN FOX COMMERCE PARK**

Attorney Richard Myser presented a deed for the board to sign conveying Lot 7 in Fox Commerce Park to the Belmont County Community Improvement Corp. (CIC), who will then transfer the property to a company known as i2i Mobile Marketing, Inc. He explained that Mr. Scott Hughes is the owner/operator of the company. He said the business is presently situated on Lot 8 in Fox Commerce Park and needs room for expansion. Mr. Myser explained i2i Mobile Marketing is in the transportation and entertainment industry. He said they utilize tour buses, which will be stored there and leave from this site. Larry Merry, Belmont County Port Authority Director, said they are a full-service mobile marketing corporate hospitality company, providing mobile marketing and hospitality packages for companies, teams, and sponsors who wish to have a presence at major events such as NASCAR events, major sporting events, trade shows, etc..

**IN THE MATTER OF GENERAL WARRANTY DEED TRANSFERRING
LOT 7 IN FOX COMMERCE PARK TO THE CIC**

Motion made by Mr. Probst, seconded by Mrs. Favede to approve and sign the General Warranty Deed for the transfer of Lot 7, situated in the Fox Commerce Park, from the County of Belmont, by and through the Belmont County Commissioners to the Belmont County Community Improvement Corporation.

GENERAL WARRANTY DEED

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

Situated in the County of Belmont, State of Ohio, Richland Township, Section 32 and 33, Township 7, Range 4 and being identified as Lot 7 of the Belmont County Fox Commerce Park of record in Cabinet E. Slide 318 of the Records of Plats of Belmont County, Ohio.

Parcel No. _____

Subject to the restrictive covenants for Belmont County Fox Commerce Park which are set forth more specifically on the Plat of record in Cabinet E, Slide 318, of the Records of Plats of Belmont County, Ohio.

Also excepting and reserving all conveyances, restrictions, exceptions, reservations and easements, including coal and/or other minerals heretofore sold and conveyed, or of record.

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

SUBJECT TO AND EXCEPTING taxes and assessments for the year 2008 and thereafter which taxes and assessments the Grantee assumes and agrees to pay as a part of the consideration for this conveyance.

Executed this 19th day of August, 2009.

THE COUNTY OF BELMONT, OHIO

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

By: Ginny Favede /s/

By: Matt Coffland /s/

Upon roll call the vote was as follows:

Mr. Probst Yes

Mrs. Favede Yes

Mr. Coffland Yes

COMMISSIONER FAVEDE LEFT MEETING AT 12:30 P.M.

**IN THE MATTER OF ASSIGNMENT OF ASSUMPTION
AGREEMENT REGARDING FAA GRANTS BY AND
BETWEEN THE VILLAGE OF BARNESVILLE, THE
BELMONT COUNTY REGIONAL AIRPORT AUTHORITY AND BELMONT COUNTY**

Motion made by Mr. Coffland, seconded by Mr. Probst to authorize the signing and submittal of the Assignment and Assumption Agreement regarding FAA Grants by and between the Village of Barnesville, (“Assignor”), the Belmont County Regional Airport Authority, (“Assignee”) and Belmont County, (“Successor to the Assignee”).

**ASSIGNMENT AND ASSUMPTION AGREEMENT
RE: FAA GRANTS**

August 19, 2009

4. **Release by the Assignor and Assignee** – From and after the effective dates of this agreement, the Assignee and the Successor to the Assignee release the Assignor from any and all obligations owed by the Assignor under the Grant Agreements.
5. **Representation** – Assignee and the Successor to the Assignee represents and warrants that:
 - a. As the sponsor of the Airport, it will fully comply with the terms of the Grant Agreements and that to its knowledge as of the effective date of this agreement the Assignor is not in default under the terms of the Grant Agreements, that to its knowledge the Assignor has not receive notice of default from any other party to the Grant Agreements an that, to its, knowledge, no other party to the Grant Agreements is in default under the terms of the Grant Agreements.
 - b. The Assignor has the right to assign the Grant Agreements.
6. **Legally Binding** – All agreements, covenants, conditions and obligations contained in this Agreement and Assumption Agreement shall be legally binding upon an inure to the benefit of the parties hereto and their respective successors and assigns. The FAA is intended to be a third party beneficiary with respect to all provisions of this agreement.
7. **Complete Agreement** – This Assignment and Assumption Agreement constitutes the entire understanding and agreement of the parties related to the assignment and assumption of the Grant Agreements and supersedes all prior agreements and understandings between them related to the assignment and assumption of the Grant Agreements, whether written or verbal.
8. **Non-Waiver; Modification** – Failure by any party to insist upon or enforce any of its rights shall not constitute a waiver thereof, and nothing shall constitute a waiver thereof, and nothing shall constitute a waiver of one party’s right to insist upon strict compliance by another party with the provisions hereof. Any party hereto may waive the benefit contained in the Assignment. No oral modifications hereof shall be binding upon the parties, and any modifications shall be in writing and signed by the parties.
9. **Construction** – Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Assignment and Assumption Agreement and that accordingly, no court construing this Assignment and Assumption Agreement shall construe it more stringently against one party than another.
10. **Counterparts** – This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS HEREOF, the parties have caused this Assignment and Assumption Agreement to be executed by their duly authorized representatives the day and year first above written.

VILLAGE OF BARNESVILLE

By: Thomas E. Michelli /s/

Date: 08-14-09

BELMONT COUNTY REGIONAL AIRPORT AUTHORITY

By: J.W. Stenger /s/

Date: 08-14-09

COUNTY OF BELMONT

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

Matt Coffland /s/

Date: 8/19/09

ACKNOWLEDGEMENT:

FEDERAL AVIATION ADMINISTRATION

By: _____

Manager, DET-ADO

Date: _____

Upon roll call the vote was as follows:

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

RECONVENED FRIDAY, AUGUST 21, 2009, AT 10:06 A.M.

PRESENT: COMMISSIONERS MATT COFFLAND AND GINNY FAVEDE ABSENT: COMMISSIONER PROBST

IN THE MATTER OF ACCEPTING THE NOTICE OF RETIREMENT FROM EASTERN DIVISION COURT CLERK CHARLENE BAKER

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the notice of retirement from Eastern Division Court Clerk Charlene Baker effective August 28, 2009.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 10:07 A.M.