

St. Clairsville, Ohio

February 11, 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. Minutes of the meeting of February 4, 2009, were read, approved and signed.

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.

| Claim of | Purposes | Amount |
|---|---|-----------|
| A-AGA-(Assoc. of Gov.) | Membership/General Fund | 95.00 |
| A-Belmont County Dept. of Job & Family Services | Jan. & Feb. Mandated Share-Public Assistance/General Fund | 61,251.50 |
| A-Belmont County Prosecutor | Furtherance of Justice Funds | 57,851.50 |
| A-BP | December gasoline/General Fund | 143.65 |
| A-Chevron | December gasoline/General Fund | 388.53 |
| A-Cindy McGhee | Reimburse mileage/General Fund | 110.25 |
| A-Donald Pickenpaugh | Reimburse expenses-GIS Projects/General Fund | 395.00 |
| A-Draft-Co., Inc. | Web hosting-GIS Projects/General Fund | 500.00 |
| A-ERB Electric | Phone repairs/General Fund | 1,252.59 |
| A-McGhee & Co. | Supplies/General Fund | 5.81 |
| A-Ohio AFSCME Care Plan | Dental & Drug Coverage/General Fund | 736.00 |
| A-Riesbeck's | Supplies/General Fund | 15.96 |
| G-Belmont Co. Tourism Council | January Operating Expenses/Lodging Excise Tax Fund | 20,000.00 |
| K-Wells Fargo Payment Center | Visa Card/Engineer MVGT Fund | 351.80 |
| M-Barb Gillespie | Reimbursement/Placement II-Juvenile Court | 9.97 |
| M-Belmont Co. DHS Children Services | Placement/Placement Services-Juvenile Court | 7,830.21 |
| M-Walmart | Repairs & Supplies/Title IV-E and General Funds | 52.90 |
| N-Hammontree & Associates | Contract services-Mt. Victory/Capital Projects Reserve Fund | 1,953.00 |
| N-WSOC CAC, Inc. | Environmental Report/Capital Projects Reserve Fund | 5,500.00 |
| P-Albert Chambers | Refund/BCSSD Funds | 6.04 |
| P-Eastern Ohio Regional Wastewater Authority | Sewage Disposal/BCSSD Funds | 47,436.43 |
| P-Renee Wilson | Reimburse expenses/BCSSD Funds | 249.75 |
| P-Treasurer, State of Ohio | Laboratory Services/BCSSD Funds | 2,800.00 |
| S-Barrett Brothers | Garnishment forms/Northern Ct. Gen. Special Projects Fund | 59.00 |
| S-Belmont Co. Eastern Div. Court | Credit card fees/Eastern Ct. Gen. Special Projects Fund | 47.58 |
| S-CBG Central Business Group | Title Folders/Certificate of Title Adm Fund | 421.76 |
| S-Comcast | Internet/Northern Div. Ct. Computer Fund | 140.59 |
| S-Courtview Justice Solutions | Maintenance Fee/Probate Court Computer Fund | 2,400.00 |
| S-Crystal & Hinckley Springs | Water/Eastern Ct. Gen. Special Projects Fund | 31.76 |
| S-Crystal Springs | Water/Certificate of Title Adm Fund | 48.41 |
| S-Lilienthal Southeastern | Marriage Forms-Checks/Probate Court Computer Fund | 718.25 |
| T-Crossroads | Reimb. Adult Drug Court/Drug Court Common Pleas | 3,758.41 |

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 February 11, 2009 as follow:

| FUND | AMOUNT |
|---------------------------------------|---|
| A-GENERAL | \$18,205.09; \$35,881.97; \$1,201.40; \$1,691.41; \$429.05; \$725.68; \$7,628.03; \$4,133.09 |
| A-GENERAL/ATTORNEY FEES | \$23,866.05 |
| A-GENERAL/AUDITOR | \$1,721.52 |
| A-GENERAL/CHEST CLINIC | \$9.90 |
| A-GENERAL/SHERIFF | \$14,236.59; \$4,336.37; \$30,832.00; \$28,003.11; \$3,986.53 |
| A-GENERAL/911 | \$82,039.56 |
| B-Dog and Kennel | \$3,106.02 |
| C-Indigent Guardianship Fund | \$3,770.25 |
| E-911 | \$4,774.45 |
| H-County Home, Park Health | \$26,596.63 |
| H-Job & Family, CSEA | \$5,488.39 |
| H-Job & Family, Public Assistance | \$28,612.11; \$52,074.50 |
| K-Engineer MVGT | \$49,237.34; \$930.46; \$15,739.10; \$7,083.60 |
| M-Juvenile Court, Title IV-E Reimb. | \$1,586.47 |
| M-Juvenile Court, Intake Coordinator | \$458.38 |
| N-911 | \$21,520.86 |
| P-Oakview Admn Bldg | \$8,870.69 |
| P-Sanitary Sewer District | \$4,240.86; \$1,128.60; \$31,825.44; \$13,284.68; \$2,832.00; \$40,491.77; \$6,941.01 \$914.60; \$912.00; \$4,986.85; \$3,476.46; \$412.67; \$5,888.00 |
| S-District Detention Home | \$2,846.90 |
| S-Job & Family, Children Services | \$63,804.90; \$300.00; \$61,886.48 |
| S-Juvenile Court, Computer Fund | \$466.00 |
| S-Oakview Juvenile Residential Center | \$8,881.17 |
| S-Port Authority | \$802.23 |
| S-Sheriff Commissary | \$1,656.60 |
| T-Sanitary Sewer District | \$252.76; \$290.23 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Probst | Yes |
| Mr. Coffland | Yes |

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION
CHARGEBACKS-JANUARY AND FEBRUARY, 2009**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for January and February 2009.

| FROM | | TO | |
|-------------------------|-------------------------|---------------------|-------------------|
| E-0041-A002-H05.006 | PROBATION OFFICER | R-9891-Y091-Y01.500 | 0.00 |
| E-0054-A006-F08.006 | DISASTER SERVICES | R-9891-Y091-Y01.500 | 0.00 |
| E-0056-A006-E11.006 | 911 FUND | R-9891-Y091-Y01.500 | 14,440.05 |
| E-0170-A006-G11.000 | PUBLIC DEFENDER | R-9891-Y091-Y01.500 | 7,848.76 |
| E-0181-A003-A11.000 | BD OF ELECTIONS | R-9891-Y091-Y01.500 | 12,189.76 |
| E-0300-A008-B01.002 | CHEST CLINIC | R-9891-Y091-Y01.500 | 1,038.44 |
| | | | |
| E-0910-S033-S47.006 | DETENTION HOME | R-9891-Y091-Y01.500 | 19,916.44 |
| E-1210-S078-S14.006 | COUNTY RECORDER | R-9891-Y091-Y01.500 | |
| E-1310-J000-J06.000 | REAL ESTATE | R-9891-Y091-Y01.500 | 2,662.98 |
| E-1410-W082-T07.006 | DRETAC-TREAS | R-9891-Y091-Y01.500 | |
| E-1511-W080-P07.006 | PROS-VICTIM | R-9891-Y091-Y01.500 | 2,050.92 |
| E-1520-S077-S04.006 | CORRECTIONS ACT | R-9891-Y091-Y01.500 | 1,743.92 |
| E-1600-B000-B13.006 | DOG & KENNEL | R-9891-Y091-Y01.500 | 2,987.00 |
| E-1600-B000-B13.006 | D/K AUDITOR CLERK | R-9891-Y091-Y01.500 | 746.75 |
| E-1810-L001-L14.000 | SOIL CONSERVATION | R-9891-Y091-Y01.500 | 5,561.90 |
| E-2150-H030-H11.000 | PARK HEALTH CENTER | R-9891-Y091-Y01.500 | 89,554.59 |
| E-2310-S049-S63.000 | MENTAL HEALTH | R-9891-Y091-Y01.500 | 580.56 |
| E-2410-S066-S80.000 | MENTAL RETARDATION | R-9891-Y091-Y01.500 | 83,005.40 |
| E-2510-H000-H16.006 | HUMAN SERVICES | R-9891-Y091-Y01.500 | 158,547.44 |
| E-2760-H010-H12.006 | CHILD SUPPORT | R-9891-Y091-Y01.500 | 10,615.98 |
| E-2811-K200-K10.006 | K-1 | R-9891-Y091-Y01.500 | 1,493.50 |
| E-2811-K200-K10.006 | K-2 | R-9891-Y091-Y01.500 | 1,710.33 |
| E-2812-K000-K20.006 | K-11 | R-9891-Y091-Y01.500 | 36,392.31 |
| E-2813-K000-K39.006 | K-25 | R-9891-Y091-Y01.500 | 13,319.74 |
| E-4110-T075-T52.008 | WIC | R-9891-Y091-Y01.500 | 4,400.78 |
| E-6010-S079-S07.006 | CLRK OF COURTS | R-9891-Y091-Y01.500 | 7,556.24 |
| E-1561-S086-S03.006 | Northern Court-Special | R-9891-Y091-Y01.500 | 597.28 |
| E-1571-S087-S03.006 | Eastern Court - Special | R-9891-Y091-Y01.500 | 1,453.64 |
| E-1551-S088S03.006 | Western Court-Special | R-9891-Y091-Y01.500 | 580.56 |
| E-8010-S030-S68.006 | OAKVIEW JUVENILE | R-9891-Y091-Y01.500 | 16,971.80 |
| E-9799-S012-S02.006 | Port Authority | R-9891-Y091-Y01.500 | 746.75 |
| WATER DEPARTMENT | | | |
| E-3701-P003-P31.000 | WWS #2 Revenue | R-9891-Y091-Y01.500 | 4,831.97 |
| E-3702-P005-P31.000 | WWS #3 Revenue | R-9891-Y091-Y01.500 | 13,899.67 |
| E-3704-P051-P15.000 | SSD #1 Revenue | R-9891-Y091-Y01.500 | 3,172.42 |
| E-3705-P053-P15.000 | SSD #2 Revenue | R-9891-Y091-Y01.500 | 3,019.68 |
| E-3706-P055-P15.000 | SSD #3A Revenue | R-9891-Y091-Y01.500 | 537.53 |
| E-3707-P056-P15.000 | SSD #3B Revenue | R-9891-Y091-Y01.500 | 185.79 |
| COUNTY HEALTH | | | |
| E-2210-E001-E15.006 | | R-9891-Y091-Y01.500 | 3,665.21 |
| E-2227-F074-F03.002 | Sewage Program | R-9891-Y091-Y01.500 | 2,324.24 |
| E-2213-F075-F01.002 | Vital Stats | R-9891-Y091-Y01.500 | 1,926.12 |
| E-2214-F076-F01.002 | PH infrastructure | R-9891-Y091-Y01.500 | 1,640.68 |
| E-2215-F077-F01.002 | Family Planning | R-9891-Y091-Y01.500 | 145.36 |
| E-2216-F078-F02.002 | Tobacco | R-9891-Y091-Y01.500 | 0.00 |
| E-2217-F079-F01.002 | Women's Health | R-9891-Y091-Y01.500 | 145.36 |
| E-2218-G000-G01.002 | Food Services | R-9891-Y091-Y01.500 | 2,924.44 |
| E-2223-T077-T01.002 | IAP | R-9891-Y091-Y01.500 | 0.00 |
| E-2226-T079-T01.002 | Welcome Home | R-9891-Y091-Y01.500 | 145.36 |
| Juv Court/Grants | | | |
| E-0400-M067-M05.008 | Alternative Schools | R-9891-Y091-Y01.500 | 1,493.50 |
| E-0400-M060-M64.008 | Care and Custody | R-9891-Y091-Y01.500 | 597.28 |
| E-0400-M060-M29.008 | Care and Custody | R-9891-Y091-Y01.500 | 1,493.50 |
| E-0400-M060-M75.008 | Care and Custody | R-9891-Y091-Y01.500 | 2,076.57 |
| E-0400-M077-M02.008 | Supreme Court | R-9891-Y091-Y01.500 | 0.00 |
| E-0400-M078-M02.008 | Title IV-E | R-9891-Y091-Y01.500 | 2,961.35 |
| | | | 545,899.85 |
| TOTALS | | | |
| | Mr. Probst | Yes | |
| | Mr. Coffland | Yes | |
| | Mrs. Favede | Yes | |

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE EMPLOYEE ASSISTANCE PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for the Employee Assistance Program.

| FROM | TO | AMOUNT |
|---|---------------------|-----------------|
| GENERAL | R-9891-Y091-Y09.500 | 1,807.50 |
| E-0054-A006-F08.006 DISASTER SERVICES | R-9891-Y091-Y09.500 | 15.00 |
| E-0056-A006-E11.006 9-1-1 | R-9891-Y091-Y09.500 | 127.50 |
| E-0170-A006-G11.000 PUBLIC DEFENDER | R-9891-Y091-Y09.500 | 45.00 |
| E-0181-A003-A11.000 BD. OF ELECTIONS | R-9891-Y091-Y09.500 | 82.50 |
| E-0400-M067-M05.008 ALTERNATIVE SCHOOL | R-9891-Y091-Y09.500 | 15.00 |
| E-0400-M060-M64.008 CARE & CUSTODY REST. | R-9891-Y091-Y09.500 | 7.50 |
| E-0400-M060-M29.008 CARE & CUSTODY CCAP | R-9891-Y091-Y09.500 | 15.00 |
| E-0400-M060-M75.008 CARE & CUSTODY Sub Abu | R-9891-Y091-Y09.500 | 0.00 |
| E-0400-M074-M01.008 TITLE II | R-9891-Y091-Y09.500 | 0.00 |
| SE-0400-M077-M02.008 SUPREME COURT | R-9891-Y091-Y09.500 | 0.00 |
| E-0400-M078-M02.008 TITLE IV-E | R-9891-Y091-Y09.500 | 22.50 |
| E-0910-S033-S47.006 DIST. DET. HOME | R-9891-Y091-Y09.500 | 300.00 |
| E-1210-S078-S14.006 RECORDER | R-9891-Y091-Y09.500 | 0.00 |
| E-1310-J000-J06.000 REAL ESTATE ASSES. | R-9891-Y091-Y09.500 | 60.00 |
| E-1520-S077-S04.006 CORRECTIONS ACT GRANT | R-9891-Y091-Y09.500 | 15.00 |
| E-1511-W080-P07.006 PROS. VICTIM | R-9891-Y091-Y09.500 | 15.00 |
| E-1551-S088-S03.006 WESTERN SPEC PROJECTS | R-9891-Y091-Y09.500 | 7.50 |
| E-1561-S086-S03.006 NORTHERN SPEC PROJECTS | R-9891-Y091-Y09.500 | 7.50 |
| E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS | R-9891-Y091-Y09.500 | 7.50 |
| E-1600-B000-B13-006 DOG & KENNEL | R-9891-Y091-Y09.500 | 30.00 |
| E-1810-L001-L14.000 SOIL CONSERVATION | R-9891-Y091-Y09.500 | 37.50 |
| E-2150-H030-H11.000 COUNTY HOME | R-9891-Y091-Y09.500 | 0.00 |
| E-2210-E001-E15.006 COUNTY HEALTH | R-9891-Y091-Y09.500 | 19.50 |
| E-2223-T077-T01.002 IAP | R-9891-Y091-Y09.500 | 0.00 |
| E-2226-T079-T01.002 WELCOME HOME | R-9891-Y091-Y09.500 | 10.00 |
| E-2217-F079-F01.002 WOMENS HEALTH | R-9891-Y091-Y09.500 | 12.00 |
| E-2216-F078-F02.002 TOBACCO | R-9891-Y091-Y09.500 | 0.00 |
| E-2215-F077-F01.002 FAMILY PLANNING | R-9891-Y091-Y09.500 | 10.00 |
| E-2214-F076-F01.002 PH INFRASTRUCTURE | R-9891-Y091-Y09.500 | 16.00 |
| E-2218-G000-G01.002 FOOD SERVICE | R-9891-Y091-Y09.500 | 25.00 |
| E-2213-F075-F01.002 VITAL STATS | R-9891-Y091-Y09.500 | 15.00 |
| E-2227-F074-F01.000 HOME SEWAGE TREAT. SYSTEM | R-9891-Y091-Y09.500 | 20.00 |
| E-0300-A008-B01.002 CHEST CLINIC | R-9891-Y091-Y09.500 | 15.00 |
| E-2310-S049-S63.000 MENTAL HEALTH | R-9891-Y091-Y09.500 | 37.50 |
| E-2410-S066-S80.000 BD. OF DD | R-9891-Y091-Y09.500 | 600.00 |
| E-2510-H000-H16.006 HUMAN SERVICES | R-9891-Y091-Y09.500 | 1,027.50 |
| E-2760-H010-H12.006 CHILD SUPPORT | R-9891-Y091-Y09.500 | 82.50 |
| E-2811-K200-K10.006 MVGT K-1 | R-9891-Y091-Y09.500 | 7.50 |
| E-2811-K200-K10.006 MVGT K-2 | R-9891-Y091-Y09.500 | 0.00 |
| E-2812-K000-K20.006 MVGT K-11 | R-9891-Y091-Y09.500 | 202.50 |
| E-2813-K000-K39.006 MVGT K-25 | R-9891-Y091-Y09.500 | 75.00 |
| E-3701-P003-P31.000 WWS #2 WATER/SEWER | R-9891-Y091-Y09.500 | 37.02 |
| E-3702-P005-P31.000 WWS #3 WATER/SEWER | R-9891-Y091-Y09.500 | 109.17 |
| E-3704-P051-P15.000 SSD #1 WATER/SEWER | R-9891-Y091-Y09.500 | 24.45 |
| E-3705-P053-P15.000 SSD #2 WATER/SEWER | R-9891-Y091-Y09.500 | 26.24 |
| E-3706-P055-P15.000 SSD #3A WATER/SEWER | R-9891-Y091-Y09.500 | 4.17 |
| E-3707-P056-P15.000 SSD #3B WATER/SEWER | R-9891-Y091-Y09.500 | 1.45 |
| E-4110-T075-T52.008 WIC | R-9891-Y091-Y09.500 | 82.50 |
| E-6010-S079-S07.006 CLERK CRTS. TITLE | R-9891-Y091-Y09.500 | 52.50 |
| E-8010-S030-S68.006 OAKVIEW JUVENILE | R-9891-Y091-Y09.500 | 157.50 |
| E-1510-W081.P07.006 PROSECUTOR DRETAC | R-9891-Y091-Y09.500 | 0.00 |
| E-1410-W082-T07.006 DRETAC-TREAS. | R-9891-Y091-Y09.500 | 0.00 |
| E-9799-S012-S02.006 PORT AUTHORITY | R-9891-Y091-Y09.500 | <u>0.00</u> |
| TOTAL | | 5,287.50 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Probst | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

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

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

| FROM | TO | AMOUNT |
|---------------------------------|--------------------------------|-----------|
| E-0051-A001-A50.000 Budget Stab | E-0256-A014-A05.000 Bond | \$ 70.00 |
| E-0051-A001-A50.000 Budget Stab | E-0064-A002-A06.000 Transcript | \$ 410.00 |

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Probst | Yes |
| Mr. Coffland | 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 February 11, 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:

CLERK OF COURTS – Cindy McGee and Nancy Otto to travel to Columbus, OH, on Feb. 6, 2009, for a training class on the Supreme Court Monthly Report. A county car will not be used. Estimated expenses: \$110 to \$150

ENGINEER – Michael Wahl, Deputy Engineer, to travel to 2009 Ohio Storm Water Conference & Trade Show in Columbus, OH, on March 30, 2009. Estimated expenses: \$250.00

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

GENERAL FUND - \$ 18,519.90 advanced to the EMA in October 2008 from the General Fund Budget Stabilization and repaid on January 21, 2009.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Probst | Yes |
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |

OPEN PUBLIC FORUM – Ed Jagucki noted the Neffs group was in attendance today. He said based on all the announcements that are coming from the federal government for a list of projects turned in for infrastructure, how well situated are we for funding and can a start date for the project be predicted? Commissioner Probst stated the board has submitted to Congress and the Senate an appropriations request on the Neffs Project. Those appropriations requests are for 2010 funding. An appropriations request was also submitted last year for 2009 for the same project. The board continues to submit these projects, but they have not been funded yet. Mr. Probst continued the same projects are being submitted through the new stimulus bill. These include Neffs sewerage, Mt. Victory Water, Mall Interchange and the Fairgrounds. “We are ahead of the game, and have our projects ready to go,” advised Mr. Probst. He also explained a conference call was held yesterday with other Ohio counties, the State Dept. of Development and the Governor. The stimulus bill was explained about how it will be handed down from the federal government to the state government and then to the counties. Information was provided on how to apply for those stimulus monies from the State of Ohio. We then have to see how the funding will be distributed from the state to the local level. Mr. Probst asked A.C. Wiethe of Belomar to explain this process. Mr. Wiethe said there were approximately 80 programs existing through the federal and state government that the stimulus monies will go through. Therefore, each of their budgets will increase. All the programs have existing criteria you have to meet. The projects that are ready to go will score the highest. Mr. Wiethe noted there will be a lot more requests than monies available. He also remarked the county has been very aggressive in pursuing the Neffs Project and once it has been deemed it will be affordable for residents, he felt it would go forward. The key is getting the stimulus monies to get the project moving. Commissioner Probst said to keep in mind other counties are competing for the monies and there is not a lot of money for the whole state. Sanitary Sewer Director Mark Esposito stated we are as far as we can go without the stimulus money.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:03 A.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to enter executive session with Pete Nevada of Clemans-Nelson & Associates, Inc. and David K. Liberati, Assistant Prosecutor pursuant to ORC 121.22(G)(1) Personnel Exception to discuss employment public employees.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Probst | Yes |
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:15 A.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn executive session with Pete Nevada of Clemans-Nelson & Associates, Inc. and David K. Liberati, Assistant Prosecutor pursuant to ORC 121.22(G)(1) Personnel Exception to discuss employment public employees.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Probst | Yes |
| Mrs. Favede | Yes |
| Mr. Coffland | Yes |

AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTION WAS TAKEN:

IN THE MATTER OF ADOPTING THE RESOLUTION RE: ABOLISHING COUNTY POSITIONS AND LAYOFFS AT PARK HEALTH CENTER

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

RESOLUTION

WHEREAS, the Board of County Commissioners of Belmont County, Ohio (hereinafter, "the Commissioners") has awarded a bid to Park Health Realty, LLC and DC Healthcare Enterprises, LLC, under which Park Health Realty will lease and purchase the Belmont County Park Health Center (the "Facility") and sublease the Facility to DC Healthcare Enterprises, LLC, who will operate it; and WHEREAS, the Commissioners must close the Facility "as a county home" so the lease can commence and DC Healthcare Enterprises, LLC can operate the Facility;

BE IT RESOLVED that the Board will close Belmont County Park Health Center as of 11:59:59 p.m. February 28, 2009, and the Administrator of the Facility is respectfully directed to abolish all of the County positions at the Facility and lay off the incumbents and timely notify them of same.

Upon roll call the vote was as follows:

| | |
|--------------|------------|
| Mrs. Favede | <u>Yes</u> |
| Mr. Probst | <u>Yes</u> |
| Mr. Coffland | <u>Yes</u> |

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: January 29, 2009.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Probst | Yes |
| Mr. Coffland | Yes |

DISCUSSION HELD – Commissioner Favede announced the following press release:

To: All Media Outlets
From: Belmont County Commissioners
Re: County Legislative Briefing
Date: February 11, 2009
For Immediate Release

**COUNTY LEGISLATIVE BRIEFING
PRESS RELEASE**

County commissioners from Ashtabula, Belmont, Carroll, Columbiana, Harrison, Jefferson, Mahoning, Trumbull and Tuscarawas counties will be meeting on February 13, 2009, at Café 422, 4422 Youngstown Road in Warren, Ohio, with area members of the Ohio General Assembly to discuss the state/county partnership and its ability to deliver vital services to the citizens of Ohio during a period of increasing responsibilities and limited resources.

"Recognizing that it will be a tight state budget and there has been limited growth in local revenue, it is essential that state and county governments work together closely and cooperatively for the good of their mutual constituents, the people of Ohio," said Commission President Charles Probst in announcing the upcoming regional meeting.

"For many important government services counties rely upon the local government funds to implement state policy at the local level," continued Commissioner Ginny Favede. Commissioner Favede noted that "counties are the primary agents of the state in administering justice and prosecuting criminals; providing health and human services to needy citizens; managing the property tax system; improving infrastructure to foster economic development; and, providing a myriad of other important governmental services to improve the quality of life for all Ohioans."

"During these times of fiscal stress, it is vital that the partnership between the state and county government be reaffirmed and strengthened," stated Commissioner Matt Coffland. "Ohio's county governments will be seeking a commitment from the Administration and the General Assembly to county government fiscal security as one of the centerpieces of Ohio's SFY 2010/2011 biennial budget.

IN THE MATTER OF LIQUOR PERMIT FOR N AND D RESTAURANTS, INC. DBA RED LOBSTER 6201, RICHLAND TOWNSHIP,

Motion made by Mrs. Favede, seconded by Mr. Probst to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a D1, D2, D3, D3A and D6 liquor license for N and D Restaurants, Inc. DBA Red Lobster 6201, 50740 Valley Centre Blvd., Richland Township, St. Clairsville, OH 43950.

Note: Transfer of corporate ownership from GMRI Inc. to N and D Restaurants, Inc.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Probst | Yes |
| Mr. Coffland | Yes |

IN THE MATTER OF APPROVING REQUEST OF TOURISM COUNCIL TO ALLOCATE MONIES FROM LODGING EXCISE TAX

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the request of the Board of Directors of the Belmont County Tourism Council to allocate \$109,000.00 from the Lodging Excise Tax fund to the Belmont County Tourism Council for the purchase of two new buildings and a concrete floor at the new fairground site as follows:

| | |
|------------------|------------------|
| 2 new buildings: | \$50,000.00 each |
| Concrete floor: | \$9,000.00 |

Note: The Tourism Board of Directors agreed at their January 2009 meeting to present a check to the Belmont County Agricultural Society for these purchases.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Probst | Yes |
| Mr. Coffland | Yes |

IN THE MATTER OF APPROVING THE SUBMITTAL OF THE SUBGRANT AWARD AGREEMENT FOR THE SHERIFF'S OFFICE OIBRS PATROL VEHICLES UPGRADE

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the Subgrant Award Agreement from the Ohio Department of Public Safety for the Belmont County Sheriff's Office as follows:

- Title: OIBRS Patrol Vehicles Upgrade (Ohio Incident Based Reporting System)
- Subgrant No.: 2008-JG-LLE-5209
- Award Periods: 2/1/2009 to 8/31/2009
- Award Amounts: JAG (Justice Assistance Grant) Funds: \$ 7,000.00
- Cash Match: \$ 777.78
- Inkind Match: \$ 0.00
- Project Total: \$ 7,777.78

Note: Matching funds will come from the Sheriff's Reserve Fund. Grant monies will be used to purchase five (5) computers for the jail

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Probst | Yes |
| Mr. Coffland | Yes |

IN THE MATTER OF ENTERING INTO LEASE AGREEMENTS BETWEEN BELMONT COUNTY COMMISSIONERS AND BELMONT COUNTY DJFS

Motion made by Mrs. Favede, seconded by Mr. Probst to renew the annual lease agreements between the Board of Belmont County Commissioners (Lessor) and the Belmont County Department of Job & Family Services (Lessee) for the following premises:

- Location:** Oakview Building, 45240 National Rd., St. Clairsville, Ohio 43950
- Term:** One (1) year commencing January 1, 2009
- Payment:** \$76,945.00 per year
- Location:** Martins Ferry Satellite Office, 302 Walnut St., Martins Ferry, OH 43935
- Term:** One (1) year commencing January 1, 2009
- Payment:** \$ 41,174. 00 per year
- Location:** 310 Fox Shannon Place, St. Clairsville, OH 43950
- Term:** One (1) year commencing January 1, 2009
- Payment:** \$ 33,334.91 per year

LEASE

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:

Six thousand one hundred eighty nine (6,189) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935.**

For the term of one (1) year commencing on January 1, 2009 at Forty One Thousand, one hundred seventy four dollars (\$41,174.00) per year, payable in eleven (11) monthly installments of Three Thousand four hundred thirty-one dollars and seventeen cents (\$3,431.17) and one (1) monthly installment of Three Thousand four hundred thirty-one dollars and thirteen cents (\$3,431.13) each, on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

- That the Lessee will pay the rent at the time and place and in the manner specified above;
- That the Lessee will occupy the premises in a safe and proper manner;
- That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
- That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
- That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
- That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
- That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
- Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
- Lessee shall provide its own telephone connections and services upon the approval of Lessor.
- Lessee agrees to pay in conjunction with capital costs, operations costs. This cost represents the Lessee's estimated share of electric, gas, water, sewage and insurance. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and operation costs are calculated from the annual Cost Allocation Plan. Beginning Jan 2008 and for a lease term of one year(s) rent will be calculated and collected thorough the indirect cost plan.
- This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
- The Lessee shall be responsible for maintenance service repairs and janitorial service.
- Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
- If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
- If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
- All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
- This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 11th day of February, 2009, at St. Clairsville, Ohio.

| | |
|--|---|
| <u>Matt Coffland /s/</u> | <u>Charles R. Probst, Jr. /s/</u> |
| Witness | Commission President |
| Belmont County Commissioners | Lessor |
| <u>Vince Gianangeli /s/</u> | <u>Dwayne D. Pielech /s/</u> |
| Witness | Director, Department of Job and Family Services |
| Belmont Co. Dept. of Job & Family Services | Lessee |

Approved as to form:

David K. Liberati /s/
David K. Liberati
Belmont County Assistant Prosecutor

LEASE

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:

Fourteen thousand two hundred twenty five (14,225) square feet of office space in the building known as the **310 Fox Shannon Place** and located at **310 Fox Shannon Place, St. Clairsville, Ohio 43950.**

For the term of one (1) year commencing on January 1, 2009 at Thirty-three Thousand, three hundred thirty four dollars and ninety-one cents (\$33,334.91) per year, payable in twelve (12) monthly installments of Two thousand, seven hundred seventy-seven dollars and ninety-one cents (\$2,777.91 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Said amount is calculated from the original amortization schedule.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay rent for capital cost purposes at the amounts designated in the forty (40) year amortization schedule (attached) on file with the Commissioners' office. Property insurance on this facility is collected in the annual cost allocation plan as part of the Shared indirect cost amount. Other operating costs such as utilities, etc., are paid directly by Lessee.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 11th day of February, 2009, at St. Clairsville, Ohio.

| | |
|--|---|
| <u>Matt Coffland /s/</u> | <u>Charles R. Probst, Jr. /s/</u> |
| Witness | Commission President |
| Belmont County Commissioners | Lessor |
| <u>Vince Gianangeli /s/</u> | <u>Dwayne D. Pielech /s/</u> |
| Witness | Director, Department of Job and Family Services |
| Belmont Co. Dept. of Job & Family Services | Lessee |

Approved as to form:
David K. Liberati /s/
David K. Liberati
Belmont County Assistant Prosecutor

LEASE

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job and Family Services, Lessee, leases to the Lessee, the following premises:

Fourteen thousand one hundred forty-one (14,141) square feet of office space in the building known as **Oakview** and located at **45240 National Road, St. Clairsville, Ohio 43950.**

For the term of one (1) year commencing on January 1, 2009, at Seventy-Six thousand, nine hundred forty-five dollars (\$76,945.00), payable in eleven (11) monthly installments of Six thousand four hundred twelve dollars and eight cents (\$6,412.08) and one (1) monthly installment of Six thousand four hundred twelve dollars and twelve cents (\$6,412.12), payable on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay in conjunction with capital costs, operations costs. This cost represents the Lessee's estimated share of electric, gas, water, sewage and insurance. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and operation costs are calculated from the annual Cost Allocation Plan. Beginning Jan 2008 and for a lease term of one year(s) rent will be calculated and collected thorough the indirect cost plan.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.

15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.

16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.

17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 11th day of February, 2009, at St. Clairsville, Ohio.

Matt Coffland /s/ Charles R. Probst, Jr. /s/
Witness Commission President

Belmont County Commissioners Lessor

Vince Gianangeli /s/ Dwayne D. Pielech /s/
Witness Director, Department of Job and Family Services

Belmont Co. Dept. of Job & Family Services Lessee

Approved as to form:

David K. Liberati /s/

David K. Liberati

Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mrs. Favede | Yes |
| Mr. Probst | Yes |
| Mr. Coffland | Yes |

IN THE MATTER OF ENTERING AGREEMENT WITH DOD/CIC FOR ADMINISTERING THE SMALL CITIES CDBG REVOLVING LOAN FUND PROGRAM

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into agreement with the Department of Development of the Community Improvement Corporation of Belmont County (DOD/CIC) in the amount of \$15,000 per year, effective January 1, 2009 through December 31, 2011, for the purpose of administering the Small Cities CDBG Revolving Loan Fund Program.

AGREEMENT

THIS AGREEMENT, made this 11th day of February, 2009, by and between the County of Belmont, a political subdivision, of the State of Ohio acting through its Board of County Commissioners, hereinafter called "COUNTY", and Department of Development of the Community Improvement Corporation of Belmont County with its principal office at 117 East Main Street, St. Clairsville, Ohio, hereinafter called "DOD/CIC."

WHEREAS, the COUNTY has been awarded Small Cities Community Development Block Grant funds through the Office of Housing and Community Partnerships (OHCP) for the purpose of undertaking community development projects within Belmont County; and, WHEREAS, the COUNTY desires to provide a Revolving Loan Fund Program to assist businesses, create employment and expand the County's tax base; and,

WHEREAS, the COUNTY does desire to retain professional grant administration services for said projects; and

WHEREAS, DOD/CIC does desire to provide grant administration services for said projects.

NOW THEREFORE, WITNESSETH, that the COUNTY and DOD/CIC do hereby agree as follows:

I.

Purpose

The COUNTY hereby engages and retains the DOD/CIC to administer the Small Cities Community Development Block Grant Revolving Loan Fund Program. DOD/CIC will be responsible for all administrative duties pertaining to the administration of Belmont County's Revolving Loan Fund Program including, but not limited to, providing secretarial and bookkeeping services, payment collection, cash management, financial reviews of program operations, equipment, utilities, marketing and administrative operation of the program. However, all monies received and Program Income shall be deposited and maintained with the Belmont County Treasurer and may be disbursed only by proper warrant of the Belmont County Auditor.

II.

Duties of DOD/CIC

DOD/CIC agrees to perform the following grant administration services and duties:

1. To assist eligible private businesses in preparing loan applications.
2. To provide professional personnel services to administer and coordinate activities for said projects.
3. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said program.
4. To provide technical assistance in the establishment of bookkeeping systems for said program.
5. To establish and maintain official relations with the office of Housing and Community Partnerships for the purposes of reporting the progress and status of said program.
6. To oversee and participate in all monitoring visits and program audits.
7. To review and authorize payment of loans and bills, and other work related documents relative to the operation of said program.
8. To prepare or have prepared necessary legal documents setting forth the necessary agreements of all business loans including repayment of loans.
9. To make regular reports to the COUNTY concerning the status and progress of said program.
10. To make all loan related records accessible to Belmont County and the Office of Housing and Community Partnerships.
11. To retain and preserve all grant-related records after the close of said projects for a period of not less than three (3) years after the completion of said projects.
12. To maintain and deposit all monies received and all Program Income into the Revolving Loan Fund (RLF) which shall be a separate fund in the County Treasury and shall only be disbursed upon proper warrant of the County Auditor.

III.

Duties of County

1. To abide by all State and Federal laws, rules and regulations concerning said program.
2. To execute all documents, writing or other instruments necessary for the efficient and effective administration of said program.
3. To maintain all monies and Program Income in the Revolving Loan Fund (RLF) which shall be established for the purpose of accounting for Program Income and for carrying on the specific activities designated by OHCP, and disburse said funds only on proper warrant of the Auditor.

IV.

Compensation

The COUNTY agrees to pay an annual sum of Fifteen Thousand Dollars (\$15,000.00) to DOD/CIC as compensation for administrative services. These funds shall be taken from the RLF Accounts and paid to the DOD/CIC for administrative expenses.

V.

Term of Agreement

This Agreement shall be binding upon the parties and shall remain in force and effect January 1, 2009 to December 31, 2011. The term of this Agreement may be extended upon the mutual written consent to the parties. The parties agree to continually cooperate throughout the term of this Agreement to carry out the terms and conditions of the "Revolving Loan Fund Administration Agreement" dated January 1, 2009 attached hereto.

VI.

Modification

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

THE COUNTY OF BELMONT, OHIO

BY: Charles R. Probst, Jr. /s/
Matt Coffland /s/
Ginny Favede /s/

COMMISSIONERS

ATTEST: Jayne Long /s/

ITS: Clerk

DOD/CIC

BY: Susan Douglass /s/

ITS: Exec. Director

ATTEST: Jayne Long /s/

APPROVED AS TO FORM ONLY David K. Liberati /s/, Assistant Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SUBMITTAL OF THE ECONOMIC DEVELOPMENT RLF (REVOLVING LOAN FUND) SEMI-ANNUAL REPORT

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the Economic Development Revolving Loan Fund Semi-Annual Report for the period of June 30, 2008 through December 31, 2008 as submitted by Sue Douglass, Executive Director, Belmont County Department of Development.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY INCREASE FOR ROBERT KOMINSKY, MAINTENANCE/HOUSEKEEPING EMPLOYEE/BUILDING AND GROUNDS DEPARTMENT

Motion made by Mrs. Favede, seconded by Mr. Probst to approve a \$.50 per hour increase for Mr. Robert Kominsky, a full-time Maintenance/Housekeeping employee for the Belmont County Building and Grounds Department, effective February 2, 2009, based upon the recommendation of Mr. Jack Regis, Facilities Manager; Mr. Kominsky has successfully completed his 120-day probationary period.

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 & ENGINEERS/ NEW EASTERN DIVISION COURT BUILDING PROJECT

Motion made by Mrs. Favede, seconded by Mr. Probst to approve payment of Invoice #10789 for M&G Architects & Engineers in the amount of \$239.52 for the New Eastern Division Court Building project/Land Acquisition Phase, for the period of 1/1/08 through 1/31/08.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:30 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 11:30 a.m.

Upon roll call the vote was as follows:

| | |
|--------------|-----|
| Mr. Coffland | Yes |
| Mrs. Favede | Yes |
| Mr. Probst | Yes |

Read, approved and signed this 18th day of February, 2009.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr., 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