

St. Clairsville, Ohio

February 3, 2010

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Kathy Marino, Assistant 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. Coffland, 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-A T & T	JAN SERV.- PUBLIC DEFENDER/General Fund	219.48
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Fairfield Computer Service	Dog License Software Setup/General Fund	1,200.00
A-IMPERIAL PLAZA DEVELOPMENT CORP	JAN, FEB RENT PMTS/EASTERN COURT/General Fund	4,000.00
B-Crossroads Counseling	Dec. 2009 Counseling-Eastern Ct./Indigent Drivers Alcohol Fund	909.20
E-Don Nippert	Jan/Feb Sublease Agreement/911 Fund	900.00
J-Thomas A. Schirack	Contract Services/Real Estate Assessment File	11,700.00
M-National Council of Juvenile & Family Law	Training/Intake Coord. Juvenile Court Fund	650.00
N-Central Painting & Sandblasting	BCSSD Project/WWS#2 Capital Improvement Funds	13,682.04
N-Hammontree & Associates, LTD	Contract Project/Mt. Victory Waterline Ext. Construction Fund	16,466.50
O-OHIO DEPT OF DEVELOPMENT	JAN LOAN PMT/FOX COMMERCE	3,291.77
P-Renee' Wilson	Travel expenses/BCSSD Funds	236.25
S-Belco Works	Shredding/Certificate of Title Admn Fund	15.84
S-Beth A. Andes, MS, PCC	Contracted Counselor/District Detention Home Fund	900.00
S-Chase Visa	Postage Bill/District Detention Home Fund	302.93
S-Comcast	Internet/Northern Div. Ct. Computer Fund	79.40
S-Crystal Spring	Water/Western Ct. General Special Projects Fund	50.36
S-Harrison Co. Job & Family Services	Reimb. overpayment/District Detention Home Fund	8,024.00
S-Richardson Copy	Fax Machine Service/Northern Ct. General Special Projects Fund	182.00
T-CHASE BANK	CDBG FUNDS	23,054.00
Y-HEALTH PAN, HMO	FEBRUARY PREMIUM	131,393.89
Y-HEALTH PLAN, PPO	FEBRUARY PREMIUM	179,873.27

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for February 3, 2010 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL FUND	\$43,325.60; 31,256.22; \$411.19; \$822.89
A-GENERAL/EMA	\$1,861.09
A-GENERAL FUND /9-1-1	\$122,615.50
A-GENERAL FUND/SHERIFF	\$527.66; \$8,711.52
B-DOG KENNEL	\$1,992.03
H-JOB & FAMILY, PA	\$1,639.16; \$55,928.53
H-JOB & FAMILY, WORKFORCE INVESTMENT	\$21,007.07; \$219,222.76
H-JOB & FAMILY, CHILD SUPPORT ENFORCE	\$3,225.78
K-Engineer MVGT	\$3,192.55; \$90,378.84
M-Juvenile Ct. – Placement II	\$343.00
M-Juvenile Ct. – Title IV-E Reimb.	\$114.30
P-Sanitary Sewer District	\$3,980.30; \$5,649.96; \$9,136.02
S-District Detention Home	\$800.81; \$4,177.60
S-Job & Family, Children Services	\$27,110.24
S-Oakview Juvenile Residential Center	\$10,163.38
S-Port Authority	\$185,485.63
S-Sheriff Commissary	\$3,162.81
S-Western Div. Ct. –Computer Fund	\$889.75
W-LAW LIBRARY	\$25,996.24

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND**  
**FOR THE GENERAL FUND/SHERIFF**

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0131-A006-A02.002 Adm. Salary	E-0131-A006-A15.007 Unemployment	\$ 4,745.66

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 TRUANT OFFICER GRANT FUND/JUVENILE COURT**

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0400-M079-M02.008 Fringes	E-0400-M079.M01.002 Salaries	\$ 400.00

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 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Prosecutor's Victim Assistance Program Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P09.000 Personnel (SVAA)	E-1511-W080-P01.002 Salaries (VOCA)	\$ 1,250.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/ MEDIATION FUND/PROBATE COURT TO GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer between funds from the Mediation Fund/Probate Court to General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1654-C055-C02.000 Other Expenses	R-0040-A000-A47.574 Transfers In	\$ 3,000.00

*Note: This is to cover costs of Mediation Services provided by Amy Busic and Mickey Flanagan to the Probate Court.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/ JUVENILE COURT GENERAL SPECIAL PROJECTS TO GENERAL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfer between funds from the Juvenile Court General Special Projects Fund to the General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1589-S096-S12.000 Other Expenses	R-0040-A000-A47.574 Transfers In	\$ 2,000.00

*\*Note – This is to cover costs of Mediation Services provided by Amy Busic and Mickey Flanagan to the Juvenile Court.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-JANUARY AND FEBRUARY, 2010**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for January and February, 2010.

<b>FROM</b>		<b>TO</b>	<b>AMOUNT</b>
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	7,275.87
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	6,804.44
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	12,952.10
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	1,250.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	24,851.48
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	0.00
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,182.18
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	1,855.54
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	3,178.16
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	794.54
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	4,526.82
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	617.72
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	617.72
E-2410-S066-S80.000	BOARD OF DD	R-9891-Y091-Y01.500	75,647.44
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	130,966.96
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	11,945.66
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,589.08
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	1,487.25
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	35,955.84
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	14,172.16

E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	6,271.52
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	4,946.52
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	0.00
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	1,546.68
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	18,349.12
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
<b>WATER DEPARTMENT</b>			
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,764.68
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	16,110.06
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	3,468.30
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	3,363.16
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	587.90
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	203.66
<b>COUNTY HEALTH</b>			
E-2210-E001-E15.006		R-9891-Y091-Y01.500	2,894.36
E-2227-F074-F03.002	Sewage Program	R-9891-Y091-Y01.500	2,085.00
E-2213-F075-F01.002	Vital Stats	R-9891-Y091-Y01.500	2,060.00
E-2214-F076-F01.002	PH infrastructure	R-9891-Y091-Y01.500	1,635.00
E-2215-F077-F01.002	Family Planning	R-9891-Y091-Y01.500	220.00
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	225.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	150.00
E-2218-G000-G01.002	Food Services	R-9891-Y091-Y01.500	2,585.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	145.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	
E-2228-F080-F01.002	CDC Lead	R-9891-Y091-Y01.500	375.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	765.00
<b>Juv Court/Grants</b>			
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	0.00
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	635.50
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,178.16
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	3,135.76
<b>TOTALS</b>			<b>419,371.34</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR JANUARY 2010**

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of January 2010.

**Gross Wages P/E 01/02/10 to 01/16/10**

**GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>6,930.91</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>683.86</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>2,570.19</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>4,012.90</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>4,848.28</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>578.94</b>
COMM-LAW LIBRARY	E-0053-A013-A02.003	R-9895-Y095-Y01.500	<b>156.20</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>606.58</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>4,194.12</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>5,731.53</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,217.00</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,151.32</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>3,544.68</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,607.43</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>7,437.26</b>
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>5,615.68</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>3,092.06</b>
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>3,607.84</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,895.69</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>804.94</b>

SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>1,494.84</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>1,574.70</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>2,732.88</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>0.00</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b><u>440.14</u></b>
			<b>70,529.97</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>1,119.69</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>2,440.98</b>
Trailer Parks	E-2211-F069-F02.002	R-9895-Y095-Y01.500	
Sewage Program	E-2227-F074-F03.002	R-9895-Y095-Y01.500	<b>285.00</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	<b>505.00</b>
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	<b>1,015.00</b>
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	<b>315.00</b>
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	<b>20.00</b>
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	<b>280.00</b>
PH Emer Rediness	E-2229-F081-F01.001	R-9895-Y095-Y01.500	<b>1,120.00</b>
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	<b>990.00</b>
PARK HEALTH CENTER	E-2150-H030-H08.003	R-9895-Y095-Y01.500	
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	<b>77.00</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	<b>971.11</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>13,727.95</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>4,316.11</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>1,163.12</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>308.00</b>
Care and Custody-Restit	E-0400-M060-M61.003	R-9895-Y095-Y01.500	<b>308.65</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>447.50</b>
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	<b>751.54</b>
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	<b>708.46</b>
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	<b>493.63</b>
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	<b>313.60</b>
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	<b>116.46</b>
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	<b>780.76</b>
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	<b>5,979.92</b>
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	<b>7,939.28</b>
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	<b>2,921.84</b>
BOARD OF DD	E-2410-S066-S76.003	R-9895-Y095-Y01.500	<b>21,264.85</b>
CORRECTIONS ACT GR	E-1520-S077-S03.003	R-9895-Y095-Y01.500	<b>748.96</b>
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	<b>2,031.10</b>
EASTERN CRT-COMPUT	E-1570-S084-S11.003	R-9895-Y095-Y01.500	<b>268.80</b>
NORTHRN CRT-SPEC	E-1561-S086-S02.003	R-9895-Y095-Y01.500	<b>122.40</b>
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	<b>91.80</b>
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	<b>509.50</b>
COMM PLEAS CRT-SPE	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV CRT-GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	<b>44.10</b>
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	<b>2,374.01</b>
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	<b>94.23</b>
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	<b>30.00</b>
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	
PROS-VICTIM PROG	E-1511-W080-P05.003	R-9895-Y095-Y01.500	<b>499.18</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>633.84</b>
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	<b>1,361.92</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>6,629.02</b>
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	<b>554.68</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>2,459.28</b>
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	<b>148.28</b>
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	<b>31.19</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>49,434.71</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b><u>4,685.94</u></b>
		<b>TOTAL</b>	<b><u>213,963.36</u></b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE 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 January 20, 2010.

E-0056-A006-E13.002 Equipment (911) \$8,200.00  
(Safety Council refund)

Upon roll call the vote was as follows:

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

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

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 February 3, 2010.

E-0256-A014-A13.006 Rx-Prescription Plan \$ 976.71

*\*Reimbursement from BCDJFS-CSEA for Rx costs incurred and not covered by AFSCME Rx plan during 2009-2010 Plan Year.*

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 N026 MT. VICTORY WATERLINE EXT. CONSTRUCTION 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 dates of January 20, 2010 and February 3, 2010.

<b>N026 MT. VICTORY WATERLINE EXT. CONSTRUCTION</b>			
E-9026-N026-N05.013	Contract Projects	\$ 16,466.50	(1/20/10)
E-9026-N026-N05.013	Contract Projects	\$ 1,533.50	(2/03/10)
<b>TOTAL</b>		<b>\$ 18,000.00</b>	

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 S017 CHILDREN SERVICES FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede 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 February 3, 2010.

<b>BELMONT COUNTY CHILDREN SERVICES</b>		
E-2765-S017-S31.000	Other Expenses	\$ 74,148.47
E-2765-S017-S31.000	Other Expenses	\$ 12,565.69

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	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 February 3, 2010.

<b>N.S.L.A. OAKVIEW JUVENILE S031</b>		
E-8011-S031-S02.000	Food (Meal Tickets and December NSLA)	2,145.78
<b>ACTIVITY FUND S032</b>		
E-8012-S032-S00.000	Activity Fund (Evercom)	186.94

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 BELMONT COUNTY PROSECUTOR'S OFFICE  
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of February 3, 2010.

E-1511-W080-P02.010	Supplies	318.00
E-1511-W080-P03.000	Travel	92.00
E-1511-W080-P09.000	Personnel	1,250.00
<b>TOTAL</b>		<b>1,660.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE UNCLAIMED MONIES 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 January 4, 2010.

E-9821-Y021-Y01.000 Unclaimed Money \$ 30,000.00

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 February 3, 2010, 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 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 - \$976.71** paid into R-0050-A000-A45.500 Refunds and Reimbursements on 02/01/10 as follows: \$976.71 paid in –CSEA for 2009-2010 Plan Year as reimbursement from BCDJFS for Rx costs incurred and not covered by AFSCME Rx plan.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BID OPENING FOR THE EMERGENCY NAVIGATIONAL SYSTEM FOR BELMONT COUNTY SCHOOLS/EMA**

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Emergency Navigational System for Belmont County Schools they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
<b>Roy E. Meadows Foremost Safety Solutions, Inc.</b> 7791 Capital Blvd., Suite #7 Macedonia, OH 44056	X	\$ 92,500.00

Present for the bid opening were Dave Ivan, Director, Belmont Co. EMA; Eric Ayres of The Times-Leader and Al Molnar of The Intelligencer.

Motion made by Mr. Probst, seconded by Mr. Coffland to turn over all bids received for the Emergency Navigational System for Belmont County Schools to Dave Ivan, Director, Belmont County Emergency Management Agency, for review and recommendation.

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: ABOVE EMA BID OPENING** – Dave Ivan explained this project will be paid for with Homeland Security Grant funds. It will aide first responders. When they enter a structure, the rooms will be color-coded and utilize signage. The first responders will know where to go in the building even if they have never been in the same before. It will aide law enforcement and fire departments in the event of fires, tornados, evacuations, helicopter landings, etc. The fire departments in each jurisdiction will be involved in the planning process. The information will be compiled in book form and on CD's. The main gas shut-offs and electrical panels are shown in detail on the blueprints. Schools that will be included in this phase are: Barnesville, Martins Ferry, St. Clairsville, Union Local and the Belmont Career Center. Mr. Probst said this is a way of increasing public safety of our children in the school system. Mr. Ivan noted that for now this involves public schools and, hopefully, will include private schools in the future. This phase of the work could possibly be completed in 3 to 3 ½ months.

**IN THE MATTER OF ADOPTING RESOLUTION OPPOSING THE PROPOSED WEIGHT INCREASE FOR COMMERCIAL VEHICLES ON ALL ROADS WITHIN THE STATE OF OHIO/ENGINEER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following resolution opposing the proposed weight increase for commercial vehicles on all roads within the state of Ohio.

**BELMONT COUNTY COMMISSIONERS  
RESOLUTION  
OPPOSING PROPOSED WEIGHT LIMIT INCREASE  
FOR COMMERCIAL VEHICLES  
ON OHIO ROADS**

WHEREAS, it has been proposed that commercial vehicles with 6 axels be permitted to carry 92,000 pounds on all roads within the state of Ohio; and  
WHEREAS, this proposal allowing commercial vehicles with 6 axels carrying loads of 92,000 pounds will cause irreparable deterioration to townships, villages and cities in Belmont County; and  
WHEREAS, in a time of decreasing funds, this proposed increase of 92,000 pounds weight for commercial vehicles with 6 axels will cause irreparable financial distress to townships, villages and cities in Belmont County; and  
WHEREAS, the Belmont County Engineer fully supports the efforts by the Ohio Township Association's Legislative Director to lobby the Ohio's State Legislature to create legislation that deals with damage done to township roads as a result of use by heavy trucks and would require payment for any road damage they cause; and  
WHEREAS, the Belmont County Engineer has requested the support of the Belmont County Commissioners to join in a cooperative effort to persuade the State Representatives and Senators to oppose this proposed increase of 92,000 pound weight for commercial vehicles with 6 axels; and

WHEREAS, the Belmont County Engineer and the Belmont County Commissioners are mindful of the need to support commercial trucking activities, but sensitive to the negative impact of significant increases in load weights on budgets for townships, villages and cities in Belmont County.

THEREFORE, BE IT HEREBY RESOLVED that the Belmont County Commissioners join the Belmont County Engineer to respectfully oppose the proposed increase for commercial vehicles with 6 axels to carry 92,000 pounds on all roads within the state of Ohio. In addition, the Commissioners support the Ohio Township Association's efforts to create legislation that deals with damage done to township roads as a result of use by heavy trucks and would require payment for any road damage they cause.

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

Commissioner Favede Yes, Commissioner Coffland Yes, Commissioner Probst Yes.

Adopted this 3<sup>rd</sup> day of February, 2010

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of February 3, 2010 as recorded in Volume 90 of the County Commissioners Journal.

Kathy Marino /s/  
Kathy Marino, Assistant Clerk

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: ABOVE RESOLUTION** –County Engineer Fred Bennett explained his opposition to the proposed increase in the weight limit for commercial vehicles. He stated local roads and bridges could not handle 92,000 lbs., and the damage incurred would cause additional financial hardships on the county. Mr. Probst questioned the language “state of Ohio” in the resolution concerned that this was not our jurisdiction. Mr. Bennett noted the law covers the whole state as weight limits are set by the Ohio General Assembly and it applies to all counties. Safety concerns on stopping distance when loads are this heavy were also expressed.

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 6, 2010 and the Annual Reorganization Meeting of January 11, 2010.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING A ‘TOWN HALL’ MEETING ON FEBRUARY 16, 2010, IN POWHATAN POINT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to hold a “Town Hall” meeting on Tuesday, February 16, 2010 at 5:30 p.m. in the Council Chambers of the Powhatan Point City Building, 104 Mellot Street, and to notify the media of the same. The Public is welcome to attend.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF STENGER SUBDIVISION FIRST ADDITION UNION TOWNSHIP SEC 13, T-8, R-5**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date February 3, 2010

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Stenger Subdivision First Addition, Union Township Sec. 13, T8, R5, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

***NOTICE OF NEW SUB-DIVISION***  
*Revised Code Sec. 711.05*  
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To: Suz Pubal, F.O., Union Township Trustees, PO Box 1, 101 Memory Lane, Morristown, OH 43759

You are hereby notified that the 10th day of February, 2010, at 11:00 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Kathy Marino /s/  
Assistant Clerk of the Board

cc: Mail by certified return receipt requested  
Union Township Trustees  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST FOR THE PURCHASE OF THREE (3) “FAIR HOUSING MONTH” PROMOTIONAL BILLBOARDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the request of Roberta Jenkins, Fair Housing Director, for the purchase of three (3) “Fair Housing Month” promotional billboards from Lamar Advertising, in the amount of \$2,190.00, to be paid from fair housing grant funds.

Upon roll call the vote was as follows:

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



**IN THE MATTER OF APPROVING AND SIGNING THE  
LETTER OF ENGAGEMENT WITH THE AUDITOR OF  
STATE – AUDIT FOR THE YEAR ENDED DEC. 31, 2009**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Letter of Engagement with the Auditor of State for services to be performed regarding the Belmont County Audit for the year ended December 31, 2009; the audit is expected to be completed by June 30, 2010 at an estimated cost of \$89,500.00.

*Note: This is the same estimated cost as last year.*

**ENGAGEMENT LETTER**

January 19, 2010  
Andy Sutak, Belmont County Auditor  
Belmont County  
101 West Main Street  
St. Clairsville, Ohio 43950

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

**Summary of Services**

We will audit the Government's basic financial statements as of and for the year ended December 31, 2009. We will follow U.S. generally accepted auditing standards and the Comptroller General of the United States' standards for financial audits contained in *Government Auditing Standards*, and the Single Audit Act Amendments of 1996, and the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. The objective of an audit is to express our opinion concerning whether the basic financial statements present fairly, in all material respects, the Government's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We will audit to form an opinion on the basic financial statements. The combining and individual nonmajor fund financial statements, the Federal Awards Expenditure Schedule and other supplemental information [modify titles of supplemental information as needed] provide additional analysis, and are not a required part of the basic financial statements. We will subject this information to the auditing procedures applied in our audit of the basic financial statements and will render an opinion on whether this information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We expect to deliver the opinion on or about June 30, 2010 our report on or about August 31, 2010.

We will apply certain limited procedures, which will consist principally of inquiries of management regarding the methods of measuring and presenting Management's Discussion and Analysis, which is Supplementary Information the Governmental Accounting Standards Board requires. However, we will not opine on this information.

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

**Engagement Team**

The engagement will be led by:

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

**The Auditing Process**

*Our Responsibilities:*

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

We will plan and perform the audit to reasonably assure that the financial statements are free of material misstatement, whether caused by error or fraud. However, there are inherent limitations in auditing that prevent an auditor from providing absolute assurance on the fair presentation of the financial statements. For example, we may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud. We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

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

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

If we find indications of abuse, we will expand our tests to determine its financial statement effect.

*Government Auditing Standards* defines *abuse* as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

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

*Your Responsibilities:*

Management and those charged with governance are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles.
2. Coordinating the completion of component unit audit[s] to meet the Government's reporting deadlines.
3. Reporting fraud and illegal acts of which you are aware to us.
4. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
5. Designing and implementing programs and controls to prevent and detect fraud.

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



## **Compliance with Laws and Regulations**

### *Our Responsibilities*

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

### *Your Responsibilities:*

Management and those charged with governance are responsible for:

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

## **Internal Control**

### *Our Responsibilities:*

As a part of our audit, we will consider the Government's internal control (as part of our understanding of the Government's operating environment), as required by generally accepted auditing standards and *Government Auditing Standards*. These standards require us to obtain an understanding of internal control and the Government's environment, and assess risk to determine the nature, timing, and extent of auditing procedures necessary for expressing our opinion on the financial statements. Our objective does not include opining on internal control over financial reporting.

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

### *Your Responsibilities:*

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

### *Your Responsibility for Service Organizations:*

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

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Report on Controls Placed in Operation and Tests of Operating Effectiveness* may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. Statement on Auditing Standards No. 70 (SAS 70) discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SAS 70 report.) Our staff can discuss SAS 70 and possible monitoring controls you might use with you.

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

Service organizations of which we are aware are:

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

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

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SAS 70 (or AUP) report are:

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

Without an acceptable SAS 70 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your Government's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your Government's financial statements. You are responsible for communicating the need for a SAS 70 or AUP report to these service organizations and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the report by approximately May 15, 2010, to meet your reporting deadline of June 30, 2010.

## **Additional Responsibilities and Reporting Under Circular A-133**

### *Our Responsibilities:*

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

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

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

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

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

### *Your Responsibilities:*

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

You are responsible for submitting the completed *reporting package* to the Federal Clearinghouse, to pass-through entities and, if required, to other Federal agencies. (The attached table lists the required elements of the reporting package.) You are responsible for following up and taking corrective action on

audit findings. You are also responsible for informing us of significant subrecipient relationships and vendor relationships, when a vendor is responsible for complying with Federal program requirements. You are responsible for completing your government's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

#### **Representations from Management**

##### *Your Responsibilities*

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

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

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

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

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

#### **Communication**

##### *Our Responsibilities*

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

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

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

#### **Terms and Conditions Supporting Fee**

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

##### *Our Responsibilities:*

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

##### *Your Responsibilities:*

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

##### *Confidential Information:*

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of

personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

**Fee**

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed **\$89,500**. This fee does not include the audit of additional Job and Family Service federal programs.

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

The Auditor of State will be responsible for auditing Belmont County's Job and Family Service federal programs at the County level this year. These programs have been audited at the State level in the past. After the County presents the 2009 federal schedule to us, we will evaluate the federal programs and determine the number of federal programs we need to audit and present an amended cost letter to the County for the audit of these additional programs.

**Report Submission**

Unless the Auditor of State's Local Government Services Division prepares your financial statements,\* you or your financial statement preparers are responsible for submitting the audited financial statements to your Auditor of State regional office. You must submit the financial statements in a portable document format (pdf file), using the most recent Adobe Acrobat version.

\*In this context, *financial statements* include the related footnotes, required supplemental information (such as MD&A), other supplemental information and the transmittal letter, introductory and statistical section (if applicable).

**Access to Our Reports and Working Papers**

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

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

SAS 87 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. SAS 87 does not affect public access to our reports or working papers.

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

**Peer Review Report**

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

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us. If you have any questions, please call at .

Very truly yours,

**Mary Taylor, CPA**

Auditor of State of Ohio

*Charles Barga /s/*

Charles F. Barga, CPA,

Chief Auditor, Athens Region

Attachment

cc: Audit committee

*Andy Sutak /s/*

2/3/10

Andy Sutak, County Auditor

Date

*Charles R. Probst, Jr. /s/*

2/3/10

Chuck Probst, Commissioner

Date

*Matt Coffland /s/*

2/3/10

Matt Coffland, Commissioner

Date

*Ginny Favede /s/*

2/3/10

Ginny Favede, Commissioner

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROSECUTING ATTORNEY'S ANNUAL FURTHERANCE OF JUSTICE REPORT FOR THE YEAR 2009**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the Belmont County Prosecuting Attorney's annual Furtherance of Justice Report for the year 2009 in accordance with O.R.C. Section 325.12.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING CHARLES R. PROBST, JR. TO SIGN ON BEHALF OF THE COMMISSIONERS A NOTICE OF WITHDRAWAL AND SUBSTITUTION OF TRIAL ATTORNEY AND NOTICE OF APPEARANCE OF CO-COUNSEL FOR DEFENDANTS/SHERIFF**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Charles R. Probst, Jr. to sign on behalf of the Belmont County Board of Commissioners the **Notice of Withdrawal and Substitution of Trial Attorney and Notice of Appearance of Co-Counsel for Defendants, Belmont County Sheriff's Office, Fred A. Thompson and the Belmont County Board of Commissioners**, US District Court, Southern District of Ohio Eastern Division Case No. 2:08-cv-550.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN AMENDED AGREEMENT BETWEEN THE VILLAGE OF BRIDGEPORT AND THE SANITARY SEWER DISTRICT NO. 1**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into an amended Agreement between the Village of Bridgeport and the Sanitary Sewer District No. 1 to furnish water to the district at the rate of \$2.00 per thousand gallons, for a one (1) year term, effective January 19, 2010.

**AMENDMENT TO AGREEMENT**

**WHEREAS**, the Village of Bridgeport, a municipal corporation, of Belmont County, State of Ohio, hereinafter referred to as "Village" entered into an Agreement dated February 21, 1956 with The Sanitary Sewer District No. 1 of Belmont County, Ohio, a political subdivision of Belmont County, State of Ohio, hereinafter referred to as "District" to furnish water to the district and the inhabitants therein; and

**WHEREAS**, the parties amended certain provisions of the original agreement and extended the term of this Agreement in December of 2008; and

**WHEREAS**, the parties now wish to again amend certain provisions of the original agreement and to extend the term of this Agreement, therefore:

**IT IS NOW MUTUALLY AGREED BY AND BETWEEN THE VILLAGE OF BRIDGEPORT AND THE SANITARY SEWER DISTRICT NO. 1 OF BELMONT COUNTY, OHIO AS FOLLOWS:**

All of the terms and conditions of the previous Agreement dated February 21, 1956 by and between the parties shall remain in full force and effect with the following provisions to be amended and added:

**ITEM EIGHTH** shall be amended in its entirety to read as follows:

1. Subject to the provisions herein set forth, the District, shall pay for the water use by it in accordance with the following schedule:
  - a. The rate per thousand gallons of water shall be set at \$2.00 per thousand gallons.
  - b. Statements for the water used shall be presented to the District monthly, and are payable within thirty (30) days thereafter.
2. This Agreement shall be extended for a one (1) year term and will be renegotiated one (1) year from this date.
3. It is further agreed that this Agreement is to be an exclusive agreement with the Village providing all public water supplied to the District. It is also by mutual agreement that in the case of an emergency situation, Belmont County could supply water to District.
4. It is further agreed that the Village has no obligation or responsibility for providing maintenance and repair to the District's water system beyond the master meter located at the East boundary line of the district known as the Brookside Pump Station. It is also further agreed that the Village has no obligation or responsibility for reading meters or billing customers for water and services rendered beyond such master meter.
5. It is also further agreed that should the District request the Village to provide repair or maintenance services to the District's water system that such service and materials will be billed to the District by the Village at a rate of compensation to be negotiated at the time of request.

\*  
\*

This Agreement is executed by the Mayor of the Village of Bridgeport, Ohio, pursuant to Ordinance No. 2010-2 duly adopted at a regular meeting of the Bridgeport Village Council held on the 19th day of January, 2010 and is likewise executed by the Commissioners of Belmont County, Ohio, for the Sanitary Sewer District No. 1 of Belmont County, Ohio, pursuant to a Resolution duly adopted at a regular meeting held on the 3rd day of February, 2010.

It is further agreed by and between the parties that this Agreement shall become operative on the 19th day of January, 2010.

**VILLAGE OF BRIDGEPORT,  
STATE OF OHIO**

By: John J. Callarik /s/  
Mayor John J. Callarik

**SANITARY SEWER DISTRICT NO. 1**

By: Matt Coffland /s/  
Belmont County Commissioner

By: Ginny Favede /s/  
Belmont County Commissioner

By: Charles R. Probst, Jr. /s/  
Belmont County Commissioner

**APPROVED AS TO FORM:**

David K. Liberati /s/

David K. Liberati,  
Assistant Prosecuting Attorney  
for Belmont County, Ohio

Richard A. Myser /s/

Richard A. Myser  
Village Solicitor for the Village of Bridgeport

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A COMMERCIAL LEASE  
AGREEMENT WITH IMPERIAL PLAZA DEVELOPMENT CORP./  
EASTERN DIVISION COURT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Commercial Lease Agreement with Imperial Plaza Development Corporation in the amount of \$2,000.00 per month, effective January 1, 2010 through June 30, 2010, for office space in the Lancione Building, 400 26<sup>th</sup> Street, Bellaire, Ohio

**COMMERCIAL LEASE AGREEMENT**

This Commercial Lease Agreement ("Lease") is made and effective January 1, 2010 by and between Imperial Plaza Development Corporation ("Landlord") and Belmont County Commissioners ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 400 26<sup>th</sup> Street, Bellaire, Ohio, 43906 and commonly known as the Lancione Building (the "Building").

Landlord makes available for lease a portion of the Building designated as Suite 101, containing approximately 3,000 square feet of office space along with the use of driveways and parking areas (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

**1. Term.**

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning January 1, 2010 and ending June 30, 2010.

B. Tenant may renew the Lease for one exceeded term of one month. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

**2. Rental.**

A. Tenant shall pay to Landlord during the Initial Term rental of \$2,000 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at 703 Main Street, Bridgeport, OH, 43912 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be 2,500.00 per month.

**3. Use.**

The Leased Premises may be used and occupied by Tenant for any lawful purpose which complies with applicable zoning ordinances.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

**4. Sublease and Assignment.**

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets.

Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

**5. Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall also be responsible, at Tenant's expense, for all maintenance of building and property, including, but not limited to, driveways, parking areas, lawn and landscaping.

**6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

**7. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

**8. Insurance.**

A. If the Leased Premises or any other party of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leases Premises or the Building.

**9. Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

**10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinance and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant.

Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

**11. Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

**12. Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees.

**13. Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

**14. Damages and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

**15. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

**16. Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

**17. Condemnation.**

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**18. Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgages shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

**19. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Imperial Plaza Development Corporation  
703 Main Street  
Bridgeport, OH 43912

If to Tenant to:

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

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice to the other party.

**20. Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

**21. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One of more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.



22. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

23. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

24. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

25. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

26. **Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at the rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

27. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

28. **Final Agreement.**

This agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

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

Imperial Plaza Development Corporation

Belmont County Commissioners

By: Mark A. Westlake /s/

By: Matt Coffland /s/

Mark A. Westlake

By: Ginny Favede /s/

Property Manager

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

APPROVED AS TO FORM:

Chris Berhalter /s/

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION TO AFFIRM APPOINTMENT OF REPRESENTATIVES TO OHIO HOMELAND SECURITY REGION EIGHT INTEROPERABLE COMMUNICATIONS AND GOVERNANCE COMMITTEE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following:

**RESOLUTION**

**A RESOLUTION TO AFFIRM APPOINTMENT OF REPRESENTATIVES TO OHIO HOMELAND SECURITY REGION EIGHT INTEROPERABLE COMMUNICATIONS AND GOVERNANCE COMMITTEE**

**WHEREAS**, Belmont County Ohio has been assigned to Region Eight of the Ohio Homeland Security Planning initiative; and

**WHEREAS**, Ohio Homeland Security Region Eight has established the Ohio Homeland Security Region Eight Interoperable Communications and Governance Committee; and

**WHEREAS**, a representative from each member county is to be appointed to the Ohio Homeland Security Region Eight Interoperable Communications and Governance Committee by the county Homeland Security Advisory Committee or its equivalent by the County Commissioners; and,

**WHEREAS**, the Belmont County Homeland Security Advisory Committee/Belmont County Interoperability Communications Committee has recommended Robyn Marshall, Director of Belmont County 9-1-1, to be the principal representative and Dave Ivan, Director of Belmont County EMA, to be the alternate representative to the Ohio Homeland Security Region Eight Interoperable Communications and Governance Committee.

**NOW THEREFORE**, be it resolved, that the Belmont County Board of Commissioners do hereby affirm and ratify the appointment of Robyn Marshall to be the principal representative and Dave Ivan to be the alternate representative to the Ohio Homeland Security Region Eight Interoperable Communications and Governance Committee.

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

Commissioner Favede Yes, Commissioner Coffland Yes, Commissioner Probst Yes.

Adopted this 3rd day of February, 2010.

Ginny Favede /s/

Ginny Favede, President

Attest:

Kathy Marino /s/

Kathy Marino, Assistant Clerk



**IN THE MATTER OF HEARING CONTINUED**  
**FOR DEDICATION OF TIMBER LANE**  
**(HUNTER'S RIDGE)**  
**COLERAIN TOWNSHIP SEC 24, T-6, R-3**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date February 3, 2010

Motion made by Mrs. Favede, seconded by Mr. Coffland to continue the Subdivision Hearing for the Dedication of Timber Lane (Hunter's Ridge), Colerain Township Sec., 24, T6, R3 on Wednesday, February 10, 2010 at 11:15 a.m. pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

*Note: The original hearing was held on December 22, 2009 and the decision for the final dedication plat was tabled until all issues were resolved between the parties involved.*

**NOTICE OF NEW SUB-DIVISION**  
*Revised Code Sec. 711.05*  
----\*\*\*----

To: William Nagel, F.O., Colerain Township Trustees, 53979 Colerain Pike, Martins Ferry, OH 43935

You are hereby notified that the 10th day of February, 2010, at 11:15 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Kathy Marino /s/  
Assistant Clerk of the Board

- Mail by certified return receipt requested
- cc: Colerain Township Trustees  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING EXECUTION OF THE**  
**WARRANTY DEED CONVEYING THE MEDITERRANEAN PROPERTY**  
**TO MARK A. BALCAR/BELMONT SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of the Warranty Deed conveying with general warranty covenants the property formerly known as the Mediterranean to Mark A. Balcar.

**WARRANTY DEED**

**The County of Belmont, Ohio, a political subdivision, acting by and through its Board of County**

**Commissioners**, for valuable consideration paid, grants, with general warranty covenants to **Mark A. Balcar**, whose tax-mailing address is 47622 National Road, St. Clairsville, OH 43950, the following real property:

Situated in the State of Ohio, County of Belmont, Township of Union, being in the southwest quarter of Section 32, Range 5 West, Township 8 North, of "the Old Seven Ranges Survey", and being bounded and described as follows:

Beginning at the southeast corner of the grantor's 10.038 acres tract as described in Deed Volume 594, Page 291 of the Belmont County Recorder's Office, said point being on the north right-of-way line of Interstate 70 at a point 250.00 feet to the left of centerline Station 346 + 20.68 as shown on a plat recorded in Plat Cabinet "C", Slide 340 of the Belmont County Recorder's Office, said point of beginning its also located for reference South 49° 25' 12" West a distance of 1725.83 feet from an iron pin found at the center of Section 32 (Notes: reference bearing of the quarter section line used as North 88° 07' 48" West);

Thence, from said Point of Beginning with the grantor's south property line being with the north right-of-way line of Interstate 70, the following two courses:

- (1) South 82° 48' 51" West a distance of 386.80 feet to a point being located 220.00 feet to the left of centerline I-70 Station 342 + 00.00;
- (2) thence North 75° 17' 34" West a distance of 226.71 feet to an iron pin set;

Thence, leaving the south property line and the right-of-way line, North 24° 13' 07" East a distance of 118.95 feet to an iron pin set on the south right-of-way line of Mediterranean Drive (a 40.00 feet wide road right-of-way);

Thence, crossing the road, North 24° 13' 07" East a distance of 40.00 feet to an iron pin set on the north right-of-way line of said road;

Thence, with the north right-of-way line of said Mediterranean Drive, the following five courses:

- (1) with a curve to the right, having a radius of 150.00 feet, an arc length of 184.68 feet, a chord bearing of North 30° 30' 35" West a chord distance of 173.24 feet to an iron pin set;
- (2) thence North 04° 45' 45" East a distance of 55.54 feet to an iron pin set;
- (3) thence, with a curve to the right, having a radius of 680.00 feet, an arc length of 107.57 feet, a chord bearing of North 09° 17' 41" East a chord distance of 107.46 feet to an iron pin set; passing over the north line of the grantor's said 10.038 acres tract at an arc distance of plus 88.13 feet;
- (4) thence North 13° 49' 37" East a distance of 131.60 feet to an iron pin set;
- (5) thence, with a curve to the right, having a radius of 680.00 feet, an arc length of 211.47 feet, a chord bearing of North 22° 44' 09" East a chord distance of 210.61 feet to an iron pin set;

Thence, leaving the north line of said Mediterranean Drive, South 74° 36' 44" East a distance of 501.98 feet to an iron pin set on the north line of said Mediterranean Drive;

Thence, crossing the road, South 30° 00' 20" East a distance of 40.00 feet to an iron pin set on the south line of said road, being located for reference North 11° 05' 19" West a distance of 7.51 feet from the northeast corner of the grantor's 0.903 acres tract as described in Deed Volume 639, Page 41 of the Belmont County Recorder's Office;

Thence, leaving the south line of said Mediterranean Drive, South 30° 00' 20" East a distance of 582.52 feet to a point on the north line of the Seaway Coal Company property as described in Deed Volume 475, Page 633 of the Belmont County Recorder's Office;

Thence, with the line of said Seaway Coal Company, the following two courses:

- (1) South 84° 34' 57" West a distance of 303.66 feet to a point;
- (2) thence South 01° 21' 18" West a distance of 85.90 feet to the Point of Beginning;

Containing 11.996 acres, more or less.

EXCEPTING THEREFROM the following tract of land: (being all of the residue of the original Stillwater Regular Baptist Church tract described in Deed Volume "H" Page 417 and as later re-surveyed as 0.344 acres for court judgment recorded in Deed Volume 639, Page 41 of the Belmont County Recorder's Office)

Situated in the State of Ohio, County of Belmont Township of Union, in the southwest quarter of Section 32, Township 8 North, Range 5 West of "The Old Seven Ranges Survey";

Commencing for reference at the northwest corner of the southwest Quarter of Section 32 (Note: reference bearing on the quarter section line used as South 88° 07' 48" East);

Thence, from said point of reference with the section line, South 00° 41' 13" West a distance of 739.00 feet to a point;

Thence, leaving the section line, South 89° 18' 47" East a distance of 1084.95 feet to a point at the southwest corner of the original church tract;

Thence, with a reference line, North 20° 37' 57" East a distance of 13.67 feet to an iron pin set, being THE TRUE POINT OF BEGINNING for this description;

Thence, from said Point of Beginning, North 01° 38' 06" East a distance of 111.32 feet to an iron pin set; thence North 69° 06' 46" East a distance of 117.12 feet to an iron pin set, being located 6.02 feet south of the north line of the original church tract;

Thence South 00° 12' 07" West a distance of 160.00 feet to an iron pin set, being located 7.23 feet to the north of the south line of the original church tract;

Thence North 86° 26' 30" West a distance of 112.25 feet to the Point of Beginning;

Containing 0.344 acres, more or less.

All iron pins set are ½" rebar with yellow caps labeled "Claus 6456".

The bearings in this description are for angle calculations only and are based on the centerline of Interstate 70 as shown on plat filed in Plat Cabinet "C", Slide 340 of the Belmont County Recorder's Office.

The above description prepared by Roger W. Claus, registered Surveyor No. 6456, based on a new survey of July 20, 1987.

Excepting therefrom such coal and other minerals as may have been heretofore reserved or conveyed.

Subject to easements and leases of record and all legal highways; including Mediterranean Drive, a Township Road.

Prior Deed Reference: Volume 773 Page 455

Executed this 3rd day of February, 2010.

**County of Belmont, Ohio,  
a political subdivision**

By: Ginny Favede /s/

Ginny Favede, Commissioner

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., Commissioner

Matt Coffland /s/

Matt Coffland, Commissioner

Upon roll call the vote was as follows:

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

**BREAK**

**OPEN PUBLIC FORUM** – A resident attended today to express his displeasure of a property tax increase of \$179.50 on a parcel of property he owns that has no structure on it. Mr. Probst advised him that the Board of Commissioners does not have the authority to increase taxes. He suggested possibly the Senior Services Levy or the school district contributed to the increase. The resident stated he has appealed the same. Mr. Probst stepped out of the meeting to take him to the Auditor's Office to see if they could get an explanation and information regarding his property tax bill.

Mr. Ed Jagucki stated he had read a lot of activity in the newspaper recently regarding grants and asked where the Neffs Sewerage Project is and what he could expect to see by the end of February. Mr. Coffland replied the board is still working on Neffs and will be in Washington, DC in March working on that project. Ohio Public Works is not until April/May. We continue to seek funds.

Pultney Township Trustee Frank Shaffer advised that what was in the paper pertained to stimulus funds for Powhatan and Barnesville. Mrs. Favede explained what was reported over the weekend pertained to recovery zone bonds and not grants. Mr. Coffland stated that the county cannot get stimulus funds for Neffs as it is not shovel ready. Environmental studies and permits to install are necessary. Mrs. Favede added that the grants that we are going to be applying for cannot be applied for without those studies being completed. The board continues to work to get everything in place for this project.

**BREAK**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into executive session pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception to consider the hiring of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 12:40 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception to consider the hiring of a public employee.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:41 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 12:41 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of February, 2010.

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 \_\_\_\_\_ COUNTY COMMISSIONERS  
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We, Ginny Favede and Kathy Marino, President and Assistant 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  
 \_\_\_\_\_ ASSISTANT CLERK