

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

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

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

"BILLS ALLOWED"

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

| Claim of | Purposes | Amount |
|-------------------------------------|---|----------|
| A-Cardmember Services | Travel expenses-Cindi Henry/General Fund | 270.39 |
| A-Cardmember Services | Travel expenses-Matt Coffland/General Fund | 1,199.09 |
| A-Cardmember Services | Travel expenses-Ginny Favede/General Fund | 87.99 |
| A-Cardmember Services | Travel expenses- Charles Probst/General Fund | 963.07 |
| A-Draft-Co., Inc. | Web Hosting-GIS Projects/General Fund | 500.00 |
| A-Redwood Toxicology | Drug testing/General Fund | 1,082.06 |
| J-Belmont SWCD | CAUV Contract work/Real Estate Assessment Fund | 1,420.00 |
| J-BP | Gasoline/Real Estate Assessment Fund | 254.95 |
| J-Jamie's Auto & Truck Repair, Inc. | Repairs/Real Estate Assessment Fund | 322.73 |
| N-H.E. Neumann Co. | Contracted projects/Sargus Remodeling Fund | 736.83 |
| N-Lash Paving | Asphalt/Bridge & Retaining Wall Constr. Improve. Fund | 372.50 |
| S-Beth A. Andes, MS, PCC | Contracted counselor/District Detention Home Fund | 1,575.00 |
| S-Cardmember Service | Various expenses/Oakview Juvenile Residential Center Fund | 581.25 |
| S-Columbia Gas | Fuel/Utilities/Oakview Juvenile Residential Center Fund | 2,322.05 |
| S-Sam's Club | Food/Oakview Juvenile Residential Center Fund | 457.80 |
| S-Sunoco, Inc./Fleet Services | Gasoline/District Detention Home Fund | 473.78 |
| S-Walmart Community/GEGRB | Food & supplies/Oakview Juvenile Residential Center Fund | 293.21 |
| W-Lexis Nexis | Monthly charges/Law Library Fund | 7,162.00 |
| W-Matthew Bender & Co. | Books/Law Library Fund | 4,179.42 |
| W-Reliable Office Supply Co. | Supplies/Prosecutor Victim Program | 27.97 |
| W-Tri-County Help Center | Release of Marriage License Fees/Marriage Licenses Fund | 9,235.00 |
| W-West | Information charges/Law Library Fund | 1,071.96 |

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for January 11, 2012 as follow:

| FUND | AMOUNT |
|---------------------------------------|---------------------------------------|
| A-GENERAL | \$1,282.22; \$31,949.74; \$33,373.08 |
| A-GENERAL/AUDITOR | \$38,747.58 |
| A-GENERAL/EMA | \$3,406.95 |
| A-GENERL/JUVENILE COURT | \$1,876.00 |
| A-GENERAL/SHERIFF | \$13,152.70; \$25,068.03 |
| A-GENERAL/911 | \$1,847.36 |
| B-Dog Kennel | \$1,741.83 |
| E-911 | \$31,548.00 |
| H-Job & Family, CSEA | \$520.24 |
| H-Job & Family, Public Assistance | \$1,016.76; \$67,768.79 |
| H-Job & Family, WIA | \$13,810.55 |
| J-Real Estate Assessment | \$49,689.34 |
| K-Engineer MVGT | \$5,203.75; \$7,828.36 |
| M-Juvenile Ct. – Care & Custody | \$60.00 |
| M-Juvenile Ct. – Placement Services | \$3,300.00 |
| M-Juvenile Ct. – Placement II | \$499.70 |
| M-Juvenile Ct. Truant Officer Grant | \$89.10 |
| P-Oakview Building | \$3,670.21 |
| S-District Detention Home | \$1,198.77; \$9,563.32 |
| S-Job & Family, Children Services | \$55,652.15 |
| S-Job & Family, Senior Program | \$65,167.87; \$5,652.54; \$161,562.00 |
| S-Oakview Juvenile Residential Center | \$7,488.87 |
| S-Sheriff Commissary | \$3,644.65 |

Upon roll call the vote was as follows:

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

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

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

| FROM | TO | AMOUNT |
|------------------------------------|---------------------------|----------|
| E-0051-A001-A28.000 Other Expenses | E-0051-A001-A31.000 OMEGA | \$ 73.00 |

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 GENERAL FUND/PROSECUTING ATTORNEY

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

| FROM | TO | AMOUNT |
|------------------------------------|--|---------------|
| E-0111-A001-E11.000 Other Expenses | E-0111-A001-E02.002 Salaries-Employees | \$4,800.00 |

Upon roll call the vote was as follows:

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

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

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

| FROM | TO | AMOUNT |
|--|--|---------------|
| E-0121 A006-B02.002 Salaries-Employees | E-0051-A001-A02.002 Salaries-Employees | \$ 750.00 |

Note: Payment to Kathy Marino for Extended Hours in Recorder's Office on December 28, 2011, January 7 & 12, 2012.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BCDJFS WORKFORCE DEVELOPMENT FUND

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

| FROM | TO | AMOUNT |
|------------------------------------|---------------------------|---------------|
| E-2600-H005-H06.000 Rapid Response | E-2600-H005-H11.000 Flood | \$ 23,400.75 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BCDJFS WORKFORCE DEVELOPMENT FUND

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

| FROM | TO | AMOUNT |
|------------------------------------|---------------------------|---------------|
| E-2600-H005-H06.000 Rapid Response | E-2600-H005-H11.000 Flood | \$ 65,000.00 |

Upon roll call the vote was as follows:

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

IN THE MATTER TRANSFER BETWEEN THE GENERAL FUND AND PORT AUTHORITY S12 FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the General Fund and the Port Authority Fund.

| FROM | TO | AMOUNT |
|-------------------------------|---------------------------------|---------------|
| E-0051-A001-A39.000 Port Auth | R-9799-S012-S04.574 Transfer In | \$23,750.00 |

(This represents the 1st Quarter Allocation for 2012)

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE H005 WORKFORCE DEVELOPMENT FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 4, 2012.

WORKFORCE DEVELOPMENT FUND

| | | |
|---------------------|------------------------------|--------------|
| E-2610-H008-H06.000 | (Jefferson Co. DJFS – Flood) | \$ 25,991.48 |
|---------------------|------------------------------|--------------|

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 H005 WORKFORCE DEVELOPMENT FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 4, 2012.

WORKFORCE DEVELOPMENT FUND

| | | |
|---------------------|------------------|--------------|
| E-2600-H005-H06.000 | (Rapid Response) | \$ 65,000.00 |
|---------------------|------------------|--------------|

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE PORT AUTHORITY S012 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources under the date of January 4, 2012.

| | |
|-------------------------------------|--------------------|
| E-9799-S012-S01.002 Salary | \$15,935.54 |
| E-9799-S012-S08.003 PERS | \$ 2,946.06 |
| E-9799-S012-S02.006 Hospitalization | \$ 517.10 |
| E-9799-S012-S11.005 Medicare | \$ 351.30 |
| E-9799-S012-S03.012 Equipment | \$ 2,000.00 |
| E-9799-S012-S06.000 Marketing | \$ 2,000.00 |
| Total | \$23,750.00 |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE S54 COMM PLEAS/ MEDIATION FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 4, 2012.

| | |
|----------------------------------|--------------|
| E-1544-S054-S01.002 Salaries | \$ 22,000.00 |
| E-1544-S054-S02.003 PERS | 3,500.00 |
| E-1544-S054-S03.004 Workers Comp | 600.00 |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE S89 COMMON PLEAS COURT GENERAL
SPECIAL PROJECTS 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 January 4, 2012.

S89 COMMON PLEAS COURT GENERAL SPECIAL PROJECTS

| | |
|-----------------------------------|--------------|
| E-1572-S089-S06.002 Salaries | \$ 20,000.00 |
| E-1572-S089-S07.003 PERS | 5,000.00 |
| E-1572-S089-S08.004 Workers Comp | 1,000.00 |
| E-1572-S089-S05.000 Other Expense | 41,395.96 |

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated January 11, 2012, 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:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **CDBG – Grant CHIP - \$14,159.00** paid into R-9702-T011-T05.501 on January 9, 2012. Grant #B-C-09-1AG-1 & #B-C-09-1AG-2, Draw No. 145.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:
BCDJFS – Floyd Culbertson, Sue Hines & Larry Barbe to travel to Flushing & Bethesda Senior Centers to take seniors on one day outings on Jan. 13 & 20, 2012. Estimated expenses: \$48.00
ENGINEER – Kevin Ball, Drafting Technician II, to travel to Toledo, OH, on January 19, 2012, to attend a US Census Bureau free one day workshop on 2012 Boundary and Annexation Survey (BAS). Estimated expenses: \$150.00
SANITARY SEWER DISTRICT – Benji Sall to travel to Canton, OH, on January 13, 2012, to take his CDL test.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING MINUTES OF REGULAR

BOARD OF COMMISSIONERS MEETING

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of December 14, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH
BEL-O-MAR REGIONAL COUNCIL FOR ADMINISTRATION OF
BELMONT COUNTY REVOLVING LOAN FUND (RLF)**

Motion made by Mr. Probst, seconded by Mrs. Favede to enter into agreement with Bel-O-Mar Regional Council for a five-year term beginning February 1, 2012, in the maximum amount of \$50,000.00 annually, for administration of Belmont County's Revolving Loan Fund.

AGREEMENT

THIS AGREEMENT, made this 11th day of January, 2012, by and between the County of Belmont, a political subdivision, of the State of Ohio acting through its Board of County Commissioners, hereinafter called "COUNTY," and the Bel-O-Mar Regional Council, with its principal office at 105 Bridge Street Plaza, Wheeling, WV, herein called "BELOMAR."

WHEREAS, the COUNTY has been awarded Small Cities Community Development Block Grant funds through the Office of Housing and Community Partnerships (OHCP) for the purpose of undertaking community development projects within Belmont County; and,

WHEREAS, the COUNTY desires to provide a Revolving Loan Fund Program to assist businesses, create employment and expand the County's tax base; and,

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

WHEREAS, BEL-O-MAR does desire to provide grant administration services for said projects; and

NOW THEREFORE, WITNESSETH that the COUNTY and BEL-O-MAR do hereby agree as follows:

I.

Purpose

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

II.

Duties of BEL-O-MAR

BEL-O-MAR agrees to perform the following grant administration services and duties:

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

III.

Duties of County

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

IV.

Compensation

The COUNTY agrees to pay an annual sum of 20% up to a maximum of Fifty Thousand Dollars (\$50,000.00) of program income the County receives each year for administrative services. The program income is the principal and interest received on the loan fund in a calendar year. These funds shall be taken from the RLF Accounts.

V.

Term of Agreement

This Agreement shall be binding upon the parties and shall remain in force and effect February 1, 2012 to January 31, 2017. The term of this Agreement may be extended upon the mutual written consent to the parties. The parties agree to continually cooperate throughout the term of this Agreement to carry out the terms and conditions of the "Revolving Loan Fund Administration Agreement" dated January 10, 2012 attached hereto.

VI.

Termination of Contract for Cause

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

VII.

Termination for Cause and Convenience of the COUNTY he COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

**VIII.
Modification**

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

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

THE COUNTY OF BELMONT, OHIO

BY: Matt Coffland /s/

Charles R. Probst, Jr. /s/

Ginny Favede /s/

COMMISSIONERS

ATTEST: Jayne Long /s/

ITS: Clerk

BELOMAR REGIONAL COUNCIL

BY: William Phipps /s/

ITS: Executive Director

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING AN EXTENSION OF
THE CONTRACT WITH BELMONT CO. CIC/DOD FOR THE
ADMINISTRATION OF THE BELMONT CO. REVOLVING
LOAN FUND (RLF) THROUGH JANUARY 31, 2012**

Motion made by Mr. Probst, seconded by Mrs. Favede to authorize an extension through January 31, 2012 of the contract with the Belmont County CIC/DOD for administration of the Belmont County Revolving Loan Fund; all other terms and conditions of the agreement remain the same.

EXTENSION AGREEMENT

This Extension Agreement is made this 11th day of January, 2012, by and between the County of Belmont, a political subdivision of the State of Ohio acting through its Board of County Commissioners, hereinafter called "COUNTY", and Department of Development of the Community Improvement Corporation of Belmont County with its principal office at 117 East Main Street, St. Clairsville, Ohio, hereinafter called "DOD/CIC."

WHEREAS, COUNTY and DOD/CIC entered into a certain Agreement dated February 11, 2009, a copy of which is attached hereto as Exhibit "A" and made a part hereof by incorporation; and

WHEREAS, the Agreement dated February 11, 2009, attached hereto expired on the last day of December, 2011; and

WHEREAS, COUNTY and DOD/CIC wish to extend said Agreement for an additional period through and including the last day of January, 2012.

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

That the Agreement dated February 11, 2009, attached hereto as Exhibit "A" and made a part hereof by incorporation is hereby extended through 5:00 p.m. on the 31st day of January, 2012, and that all terms and conditions of said Agreement shall remain in full force and effect through 5:00 p.m. on January 31, 2012, at which time said Agreement shall expire unless extended by further action of the parties.

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

COUNTY OF BELMONT, OHIO

By: Matt Coffland /s/

Matt Coffland, Commissioner

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., Commissioner

Ginny Favede /s/

Ginny Favede, Commissioner

DOD/CIC

By: Susan Douglass /s/

Susan Douglass, Executive Director

By: Terry Lee /s/

Terry Lee /DOD/CIC President

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
ADDENDUM TO THE AGREEMENT WITH BELMONT
COMMUNITY HOSPITAL, INC., TO TERMINATE THE
CONTRACT FOR MEAL PREPARATION/BCDJFS SENIOR PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and sign the Addendum to the Agreement with Belmont Community Hospital, Inc. to terminate the contract for meal preparation for the Belmont County Department of Job & Family Services Senior Services Program effective January 27, 2012.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICE
Addendum to the Agreement for Purchase of the Performance of Services Contract
BCDJFS Meals Preparation 2011-2012 (option for 2013)**

The parties to the contract ("Contract") entered into as of the 1st day of **September, 2011**, by and between the **Belmont County, Ohio Board of County Commissioners** ("Purchaser" or "Commissioners") (who entered into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and **Belmont Community Hospital, Inc.** (hereinafter "Contractor") hereby agree that said Contract will terminate on January 27, 2012 without the need for any further notice by any of the parties to any other. Contractor will cooperate with the Commissioners and the BCDJFS to effect an orderly transition of business to the BCDJFS regarding the services to seniors that are currently being provided under the Contract and will faithfully perform their obligations under the Contract until the transition is complete; (2) such cooperation anticipates completion of the hand-off of operations by the close of business, January 27, 2012; (3) such cooperation will include but not be limited to Contractor returning and/or transferring on or before January 27, 2012 all County property and County public records, if any, in the possession of Contractor; and (4) without limiting the other provisions of the Contract, it is specifically understood that the payment provisions and the audit provisions of the Contract will survive the termination of the Contract.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

| | |
|---|------------------------|
| <u>Matt Coffland /s/</u> Matt Coffland, President Belmont County Commissioners | <u>1/11/12</u> Date |
| <u>Ginny Favede /s/</u> Ginny Favede, Belmont County Commissioner | <u>1/11/12</u> Date |
| <u>Charles R. Probst, Jr. /s/</u> Charles R. Probst, Jr., Belmont County Commissioner | <u>1/11/12</u> Date |
| <u>Dwayne D. Pielech /s/</u> Dwayne D. Pielech, Director Belmont County Dept. of Job & Family Services | <u>1-11-12</u> Date |
| FOR BELMONT COMMUNITY HOSPITAL, INC. <u>John F. DeBlasis /s/</u> John F. DeBlasis, Senior Administrator | <u>1/6/12</u> Date |
| APPROVED AS TO FORM: <u>David K. Liberati /s/</u> David K. Liberati Assist. Belmont County Prosecutor | <u>1-10-12</u> Date |

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE SUBMITTAL OF THE EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FISCAL YEAR ENDING 12/31/11/SHERIFF

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the signing and submittal of the Equitable Sharing Agreement and Certification for fiscal year ending 12/31/11 for the Belmont County Sheriff's Office.

Note: This is to ensure that the Sheriff's Department is in compliance and eligible to receive funds from the U.S. Department of Justice that are available through federally forfeited cash, property and proceeds.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING BOARD PRESIDENT TO EXECUTE THE OPWC REQUEST TO PROCEED/NEFFS SANITARY SEWER PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Board President Charles R. Probst, Jr. to execute the Ohio Public Works Request to Proceed for the Neffs Sanitary Sewer Project, Project #CR080, Contractor: Fields Excavating, Inc., Contract Amount: \$2,809,805.36. Estimated start date: March 15, 2012.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING BOARD PRESIDENT TO SIGN THE AGREEMENT TO COORDINATE SERVICES WITH BELMONT CO. DEPT. OF DEVELOPMENTAL DISABILITIES

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Board President Charles R. Probst, Jr., to sign the *AGREEMENT TO COORDINATE SERVICES* with the Belmont County Department of Developmental Disabilities for transportation services for elderly and disabled Belmont County residents.

Note: This coordination agreement assists the Board of DD in its application for a capital assistance grant under the Federal Transportation Authority Specialized Transportation Program administered by the Ohio Department of Transportation. They intend to apply for three multi-purpose, handicap accessible vehicles.

AGREEMENT TO COORDINATE SERVICES

Belmont County Board of Developmental Disabilities and Belmont County Commissioners agree to coordinate transportation services offered to residents of Belmont County.

Belmont County Board of Developmental Disabilities and Belmont County Commissioners will make and accept appropriate interagency referrals.

In coordinating services, **Belmont County Board of Developmental Disabilities and Belmont County Commissioners** recognize the need to maximize transportation services supported by tax dollars.

| | |
|--|------------------------|
| <u>Rick Helms /s/</u> Rick Helms Transportation Director | <u>1-5-12</u> Date |
| <u>Charles R. Probst, Jr. /s/</u> Charles R. Probst, Jr., President Belmont County Commissioners | <u>1/11/12</u> Date |

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM ASAYO CREATIVE, INC.

Motion made by Mr. Probst, seconded by Mr. Coffland to accept the proposal from Asayo Creative Inc., for marketing material and website design for the Ohio Valley Regional Oil and Gas Expo as follows:

- \$5,000 total cost
- \$2,500 In-Kind Sponsorship
- \$2500 Balance of Contract (non-taxable)

MARKETING / WEBSITE DESIGN /DEVELOPMENT

**Prepared for:
Ohio Valley Regional Oil and Gas Expo**

January 9, 2012

**Prepared by:
Asayo/creative/inc
304.413.0100 – office /866.882.4315 fax
939 Canyon Road, Morgantown, WV 265058 /asayocreative.com**

Project Description:

The following proposal is for the partnering of Asayo Creative and the Ohio Valley Regional Oil and Gas Expo (OVROGE) marketing material and website. Asayo Creative’s goal for the branding material will be to focus on creating a consistent and recognizable event in a growing and booming area with the Oil and Gas Drilling.

Logo:

A universal event logo will be created to keep consistency across all materials and advertising efforts will be provided.

Website:

The website will feature a consistent look and feel that promotes an energetic design and easy to use navigation. The site will also have an online registration for exhibitors, download section for printable information, and a sponsors section for the various event sponsors.

The online registration will include a user-friendly backend database for the OVROGE team to manage. The online payment will be implemented using PayPal and routed into the Expo’s bank account via Paypal’s Electronic Withdrawal Service. Paypal usage is subject to terms set forth in its Terms and Conditions.

Printed Material:

Asayo will provided a consistent and coherent marketing kit that will provide all of the event information in a printed or downloadable form. Information includes Venue info, Event info, Sponsorship and advertising info, and a printed registration form.

Asayo Creative can also help provide design services for an expo program or directory. Contract will include the cover design and layout. Additional costs may incur depending on exact page count and ad creation. The program will be discussed and finalized prior to project’s initiation.

Eblast:

Asayo Creative will also design and develop an eblast template for use in electronically emailing and communicating with the desired audience. The template could then be set up and managed by the OVROGE team through a 3rd party entity – such as Constant Contact.

Cost Breakdown: \$5,000 Total Cost
\$2,500 In-Kind Sponsorship relates to reduction in cost.

\$2,500 Balance of Contract (non taxable)

Please note: 50% of project fee (invoiced cost) due upon initiation of the project.

Accepted by:

Matt Coffland /s/ _____

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

Ginny Favede /s/ _____

1/11/12

Client

Date

Our policy is to produce a product that is professional, functional and successful. We look forward to working with you, and we are certain you will be pleased and impressed with your completed project.

Thank you,

Damian Ferek, President

Asayo Creative, Inc.

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A SENIOR CENTER RENTAL/LEASE AGREEMENT ON BEHALF OF BCDJFS WITH BELMONT HOUSING PARTNERS, LTD.

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a Senior Center Rental/Lease Agreement, on behalf of the Belmont County Department of Job and Family Services, with Belmont Housing Partners, Ltd, the “Owner” of the Bellaire Senior Center located at 3396 Belmont St., Bellaire, in the amount of \$700.00 per month, effective October 1, 2011 through December 31, 2012 and month to month thereafter per the terms of the agreement.

SENIOR CENTER RENTAL/LEASE AGREEMENT

The Belmont County Commissioners (“Commissioners” on behalf of the Belmont County Department of Job and Family Services [“BCDJFS”]) and Belmont Housing Partners, Ltd. the Owner (“Owner”) of the Bellaire Senior Center located at 3396 Belmont Street, Bellaire, Ohio 43906 (the “Facility”), in consideration for the terms and conditions stated herein, agree to the following:

1. The term of this Agreement shall commence October 1, 2011 and continue until December 31, 2012, and month to month thereafter, provided that either the Owner or the Commissioners may terminate it on the last day of any month by giving at least sixty (60) days advance notice, or thirty (30) additional days, if necessary, to allow the County to get Ohio Department of Aging approval for relocation of the congregate meal site.

2. During the term of this lease, the Belmont County Department of Job and Family Services BCDJFS will be permitted to use the Facility to provide services to senior citizens, essentially to the same extent previously permitted to Belmont County Senior Services, Inc. ("BSS") at the location, the space essentially being the kitchen, the room adjacent, and the Large Room with large windows, any ancillary space that was used by BSS (such as restrooms), shared parking, etc. – provided: BCDJFS will have use of the kitchen and the adjacent room at all times, and will have use of the Large Room from 8:00 am through 3:00 pm daily and for after-hours events; BCDJFS will give the Facility property manager a schedule of events monthly and will have a representative of the agency present at those events; events will be conducted at a reasonable time, meaning not before 8:00 am or after 10:00 pm except by mutual agreement of BCDJFS and the Facility property manager; residents of the Cames Senior Apartments will have use of the Large Room after hours for visiting, etc., if it has not already been scheduled by BCDJFS for an event; the Facility property manager will give BCDJFS monthly advance notice of non-BCDJFS-scheduled events in the Large Room; conflicts in scheduling after hours will be resolved on a first-come, first serve basis and will be worked out between the Facility property manager and BCDJFS; and neither the Commissioners, nor Belmont County, nor BCDJFS is liable for non-BCDJFS use of the Facility. BCDJFS may also provide senior health/nutrition education at the Facility.
3. On the first day of each month during the term of this lease, BCDJFS will pay \$700 per month to the Owner or Owner's designee for rent (October, November, and December rent to be paid within 14 days of execution of this lease by the parties). For any utilities that BSS was paying for the Senior Center (for example, phone, Internet), BCDJFS will make arrangements to have the accounts transferred and pay those directly to the utility provider, plus installation/transfer fees if any. If BSS or BCDJFS has paid an individual rent or utility charge for a particular month prior to the time that parties execute this Agreement (for example, a utility bill for the month of October, 2011), BCDJFS is not required to pay that same bill over again. BCDJFS shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises, and fasten the same to the premises, but only with the permission of the Owner, which shall not be unreasonably withheld – it also being understood that personal property, trade fixtures, and equipment already installed as of November 1, 2011 may remain. All personal property, equipment, machinery, trade fixtures, and temporary installations, whether acquired at the commencement of the Lease term (for example, when BSS turned such property over to the Commissioners on or about October 1, 2011) or placed or installed on the Premises by BCDJFS thereafter, shall remain the Commissioners' or BCDJFS' property free and clear of any claim by the Owner. BCDJFS shall have the right to remove the same at any time during the term of this lease provided that all damage to the Premises caused by such removal shall be repaired by BCDJFS and BCDJFS' expense.
4. The BCDJFS is only required to use available senior service levy funds to pay for obligations arising under this Agreement, and neither they nor the Commissioners are required to pay any such obligations from general revenue funds or other funds of the County. If levy funds are reduced so they are not available to pay the rent due under this lease, BCDJFS will so notify the Owner, and the Owner may then terminate this lease as provided herein and require BCDJFS to vacate the building. Also, the BCDJFS' and Commissioners' total obligation under this agreement will not exceed twenty-five thousand dollars (\$25,000) (statutory limit).

FOR BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/
Matt Coffland

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

Ginny Favede /s/
Ginny Favede, Vice President

APPROVED AS TO FORM:

David K. Liberati /s/
David K. Liberati, Assistant Prosecutor

Upon roll call the vote was as follows:

FOR BELMONT HOUSING PARTNERS, LTD.

Kenneth A. Kempton /s/

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

IN THE MATTER OF TRANSFER BETWEEN THE BELMONT COUNTY GENERAL FUND AND DISTRICT DETENTION HOME FUND S33

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the Belmont County General Fund and the District Detention Home Fund S33.

| FROM | TO | AMOUNT |
|---|----------------------------------|---------------|
| E-0051-A001-A33.000 Dist Detention Home (1st quarter monies for 2012) | R-0910-S033-S20.574 Transfers In | \$115,000.00 |

Upon roll call the vote was as follows:

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

IN THE MATTER OF CONTRACTING WITH THE STATE OF OHIO AUDITOR'S LOCAL GOVERNMENT SERVICES SECTION RE: COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

Motion made by Mr. Probst, seconded by Mr. Coffland to contract with the State of Ohio Auditor's Local Government Services Section for technical assistance in assembling the Comprehensive Annual Financial Report (CAFR) for years ending 12/31/2011, 12/31/2012 and 12/31/2013; estimated hrs needed annually to complete this project at \$50 per hour for a total amount not anticipated to exceed \$67,500.00 for each fiscal year.

August 2, 2011

Honorable Andrew L. Sutak
Belmont County Auditor
Courthouse, 101 W. Main Street
St. Clairsville, OH 43950

Dear Auditor Sutak:

This letter is to confirm our understanding of the terms and objectives of our engagement with Belmont County (the County) and the nature and limitations of the services we will provide.

We will provide the following services:

Using our conversion software and information provided by the County, the Local Government Services Section of the Office of the Auditor of State (LGS) will compile the basic financial statements for Belmont County for the years ending December 31, 2011, December 31, 2012, and December 31, 2013.

Local Government Services (LGS) is responsible for conducting the engagement in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements. We will utilize information that is the representation of management without undertaking to obtain any assurance that there are no material modifications that should be made to the financial statements in order for the statements to be in conformity with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board.

A compilation differs significantly from a review or an audit of financial statements. A compilation does not contemplate performing inquiry, analytical procedures, or other procedures performed in a review. Additionally, a compilation does not contemplate obtaining an understanding of the County's internal control; assessing fraud risk; testing accounting records by obtaining sufficient appropriate audit evidence through inspection, observation, confirmation, the examination of source documents (for example, cancelled checks or bank images); or other procedures ordinarily performed in an audit. Accordingly, LGS will not express an opinion or provide any assurance regarding the financial statements.

If for any reason we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement. Subsequent to the completion of the compilation, LGS will provide technical assistance in assembling the County's Comprehensive Annual Financial Report (CAFR). The CAFR may be used to fulfill the County's annual report filing requirement if completed by May 28, 2011, 2012, and 2013. LGS will not issue a compilation report on the CAFR. Rather, we will provide a "management-only" copy of the compiled financial statements for management to submit to their auditors. We will also retain a copy to meet the annual report filing requirement with our office. If we are unable to prepare a CAFR, we will issue a compilation report on the basic financial statements.

Belmont County remains responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board. It is therefore the responsibility of the County to be in a position in fact and appearance to make informed judgments while reviewing, evaluating, and approving the services provided under this engagement. It is also Belmont County's responsibility to design, implement, and maintain internal controls, including monitoring ongoing activities.

To demonstrate that the County is fulfilling these responsibilities, the following safeguards will be observed. The County will designate a management level individual to be the primary contact accountable for overseeing this engagement and who will take responsibility for the appropriateness of the results of this engagement. If the County has determined that someone other than the individual with whom we worked last year will fulfill this role, the County must submit documentation to support the new designee's knowledge and capability to perform this function. We will meet with this individual bi-weekly to update our progress and to allow the individual to monitor engagement performance to ensure it meets management's objectives. This individual will perform all management functions and make all management decisions related to this conversion and compilation and will accept full responsibility for such decisions. Accordingly, this individual will review and approve all proposed adjustments before they are entered in the conversion software. Finally, this individual will evaluate the adequacy of the services performed under this engagement by the Local Government Services Section of the Office of the Auditor of State.

It is understood and agreed that the performance of this engagement by LGS will not lessen the scope and extent of the audit work to be performed by the Financial Audit Group of the Office of the Auditor of State.

Management is responsible for making all financial records and related information available to LGS. The hours of service offered in this letter are based upon the following information being provided by the County:

1. Information required to confirm the appropriate fund classification and major fund status;
2. Information to allow the allocation of internal service funds to governmental and business-type activities;
3. Information regarding estimated revenues and appropriations for use in the preparation of budgetary statements including original budget amounts for all funds required to be presented in the basic financial statements and documentation to insure that financial records are in agreement with amended certificates requested and appropriations passed by the Board of County Commissioners during fiscal year 2011, 2012, and 2013;
4. A current, complete, and appropriately classified record of all cash receipts and disbursements made during the year, along with bank reconciliations of all County and bank accounts as of December 31, 2011, December 31, 2012 and December 31, 2013;
5. Documentation for receivables including taxes, intergovernmental and accounts receivable, inventory, and prepaid items as of December 31, 2011, December 31, 2012, and December 31, 2013;
6. The balances for all governmental capital assets by program and type and proprietary capital assets by fund and type as of the beginning and end of the year, including appropriate information regarding accumulated depreciation, as well as current year additions (including accounts charged for related expenditures) and deletions (including any related proceeds and accumulated depreciation on the deleted asset). In addition, information is required that presents depreciation expense by fund and type for proprietary capital assets and by program and type for general capital assets for each year;
7. Information regarding accrued salaries, compensated absences (both current and long-term), accounts payables, workers' compensation, retirement, and other current and long-term liabilities as of December 31, 2011, December 31, 2012, and December 31, 2013;
8. Information regarding short-term debt (notes) including a schedule of changes in short-term debt that details balances at the beginning and end of the year, increases and decreases and the purpose for which the short-term debt was issued;
9. Information regarding long-term debt balances as of the beginning and end of the year and information regarding additions and payments that occurred during the year. Information that details issuance costs, premiums and discounts for additions should be identified separately.
10. Copies of amortization schedules that distinguish between principal and interest for each outstanding debt issue;
11. Information to support necessary modified accrual and accrual adjustments at December 31, 2011, December 31, 2012, and December 31, 2013;
12. Information regarding transfers by fund including the amount and purpose for each transfer;
13. The transmittal letter and statistical section; and
14. Management's Discussion and Analysis.

It is important that you provide financial records that balance and documentation that is adequate to support the necessary journal entries. If we discover inadequacies in the records or documentation you provide, we will return the information to you for correction.

All documents provided to LGS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. must be redacted of any personal information before submission. Personal information is defined as social security numbers, dates of birth, drivers' license numbers or financial institution account numbers associated with an individual. The County shall redact all personal information from electronic records before they are transmitted to LGS. This information should be fully blacked out in all paper documents prior to sending them to LGS. If personal information cannot be redacted from any records or documents, the County must identify these records to LGS prior to their submission.

If redacting this personal information impairs the ability of LGS to provide the contracted services, the County and the Auditor of State's Office will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates hardship on the County in terms of resources, recordkeeping or other issues, the County and LGS may collaborate on alternative methods of providing the County's data to LGS without compromising the personal information on individuals served or employed by the County.

As part of the annual financial report, you will be required to prepare a Management's Discussion and Analysis (MD&A). LGS assistance with respect to the MD&A will be limited to reviewing the MD&A to determine that all required topics have been addressed and to insure that the amounts presented in the MD&A match the amounts presented in the financial statements.

During the course of the compilation, from financial records and supporting documentation you provide, LGS will propose journal entries for the preparation of the basic financial statements; review records and other information to determine whether data is being gathered at the required level to permit the preparation of the financial statements; enter usable information from the prior fiscal year trial balances to the trial balances that will be used for the fiscal year being reported; and input approved journal entries into the trial balances. LGS will also discuss with you the requirements for budgetary presentations and assist in the identification of original budgetary information.

LGS assistance with respect to capital assets will be limited to explaining the information necessary for report preparation. If additional assistance in the review of policies or significant guidance related to the calculation of capital assets is required, this engagement will need to be amended.

All work papers prepared by the Office of the Auditor of State will remain the property of the Auditor of State. Accordingly, we are responsible for their care and custody. At the conclusion of the project, we will provide copies of any of the work papers you would like to have for your records. However, the work papers should not be regarded as a part of, or a substitute for, your accounting records.

Management is responsible for identifying and ensuring the County complies with the laws and regulations applicable to its activities. Management is also responsible to prevent and detect fraud. Our engagement cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, we will inform the appropriate level of management of any material errors, and of any evidence or information that comes to our attention during the performance of our compilation procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our compilation procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential.

It is estimated that 1,350 hours will be needed to complete this project for 2011, 1,350 hours for 2012 and 1,350 hours for 2013. Our fees for these services will be billed monthly to Belmont County at a rate of \$50 per hour, and the total cost is not anticipated to exceed \$67,500 for each fiscal year. If additional time or services should be necessary, we will notify Belmont County regarding any amendment to this contract that may be required.

If you are in agreement with the terms of this contract, please have this engagement letter signed and certified in the appropriate places and return it to me no later than October 31, 2011. If we do not hear from you by October 31, 2011, we will assume that Belmont County does not wish to contract for the services of the Local Government Services Section of the Office of the Auditor of State. Should you have any questions concerning this letter, please do not hesitate to contact Robert Burlenski, Chief Project Manager, at 1-800-345-2519.

Sincerely,
DAVE YOST
Auditor of State
Unice S. Smith /s/
Unice S. Smith, Chief of Local Government Services

We desire the Auditor of State's Office to perform the services described above and agree to the terms and conditions set forth in this letter.
BELMONT COUNTY

Date: 1/11/12

Resolution No. N/A

By: Charles R. Probst, Jr. /s/
President of the Board of County Commissioners
Ginny Favede /s/
County Commissioner
Matt Coffland /s/
County Commissioner

It is hereby certified that the amount of \$ 67,500.00 required to pay this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of the General Fund, free from any obligation or certification now outstanding.

Date: 01-12-2012
Andrew L. Sutak /s/
Andrew L. Sutak, County Auditor

cc: Robert Burlenski, Chief Project Manager; Charles Barga, Chief Auditor
Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: JEFFERSON-BELMONT JOINT SOLID WASTE AUTHORITY – Mrs. Favede made this announcement as the Chairperson for the Jefferson-Belmont County Joint Solid Waste Authority. She said the board is a creature of the state under the Ohio Revised Code. The ORC dictates the board membership. According to the revised code, membership of the board is out of compliance on both sides of the county. They are in the process of reappointing the Belmont & Jefferson County members. For educational purposes, Mrs. Favede advised how the board is made up: There are four statutory positions on either side, being 1) the President of the Board of County Commissioners (or their designee). She is the designee for Belmont Co. Commissioner Tom Gentile is for Jefferson Co. 2) the Chief Executive Officer for the municipal corporation having the largest population (that would be Martins Ferry – Mayor Paul Riethmiller) 3) a member representing the townships within the county chosen by the majority of the boards (the appointee of the Township Association) 4) the Health Commissioner of the Health District – Jim King, Executive Director. Those four (4) individuals on either side of the county appoint the three (3) remaining individuals. Of those three are one (1) one member representing industrial/commercial generators of solid waste; (1) one member representing the general interests of citizens who have no conflict of interest with waste management that is a significant generator of solid waste; and one (1) member representing the public. The Belmont County Board of Commissioners will be soliciting and receiving letters from the public from anyone interested in serving in the capacity as a sitting board member for the JB Green Team. The board is comprised of fifteen (15) members. The fifteenth member is voted on by those seven (7) individuals on either side of the county. Once those fourteen (14) people are in place, they will vote for the fifteenth member. Mrs. Favede asked that Mr. DeFrank of The Times-Leader place an article in the paper stating that those who are interested in applying for an open board position submit letters of interest to the Board of Belmont County Commissioners.

DISCUSSION HELD RE: UPDATE BY MATT COFFLAND RE: NEW COUNTY BUILDING DEPT. – Mr. Coffland advised that last night he, Port Authority Director Larry Merry, and Larry Richcreek from the Washington Co. Building Dept., attended the Ohio Valley Construction Employer Council meeting. There were about 15 businesses represented. He said they explained Belmont County's new building program for unincorporated areas of the county to them and how to get their building plans and permits approved right here in our county. Mr. Coffland said they were very, very pleased and thanked the Commission, Larry Merry, and Mr. Richcreek for putting this in place. "We just made Belmont County a little more business friendly," said Coffland. He reported those in attendance were pleased that there will be someone in the county on a weekly basis. Everything will be covered except plumbing and we will continue to work to get a plumbing inspector. Any new project in the unincorporated areas of Belmont County will be able to get their plans approved through the newly created Building Department effective December 16, 2011. Mr. Coffland said they will visit the cities and villages and ask them to join to have the same authority in the incorporated areas of the county.

DISCUSSION HELD RE: FOX COMMERCE PARK – Mr. Probst asked Fiscal Manager Cindi Henry if she had received any word back from the CIC on monies the county should be receiving from property sold at Fox Commerce Park. She replied, "No." Mr. Probst said that he had asked him a couple of weeks ago about the money, especially the \$300,000 sale to Chesapeake Energy of which the county only

received \$170,000.00. Mr. Probst also asked if we received any monies from Bill's Towing for their purchase of property at Fox Commerce Park. Ms. Henry replied, "No." Mr. Probst stated we need to find out where those monies are and find out what the agreements are as far as paying off the EDA loan. He said he believes the loan payoff amount is \$136,000.00. Ms. Henry advised we know what the payoff is so we can proceed with that, but we do not have any idea on any other financials.

He further explained we are not saying anyone took any money, it's just for the transfer of monies, we are not sure how it has been set up. Usually in the past whatever the sale price of properties were, those monies were sent to us pretty much in its entirety except for some administrative fees which were minimal. But with the \$300,000.00 plus the sale of Bill's Towing, we only received \$170,000.00 from the CIC. Mr. Probst said we need to find out where the rest of the money is and have it transferred here. He directed Fiscal Manager Cindi Henry to send a letter from the board to Terry Lee of the CIC along with the post audit letter.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:30 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Dwayne Pielech, Director; Lori O'Grady, HR Administrator and Brenna Rocchio, Belmont County Department of Job & Family Services, pursuant to ORC 121.22(G)(1) to discuss the employment of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session at 11:00 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTIONS WERE TAKEN:

**IN THE MATTER OF AUTHORIZING THE HIRING OF
THREE INTERMITTENT WORKERS FOR THE BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES/SENIOR SERVICES PROGRAM**

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and.

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes; and,

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services (BCDJFS) the authority to hire three intermittent workers for the BCDJFS Senior Services Unit. These employees will be compensated in accordance with the appropriate pay schedule for their position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE CHANGE IN EMPLOYMENT STATUS
OF A PART TIME EMPLOYEE TO FULL TIME FOR THE BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES/SENIOR SERVICES PROGRAM**

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and,

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes; and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services (BCDJFS) the authority to change employment status from part-time to full-time for an employee in the BCDJFS Senior Services unit. This employee will be compensated in accordance with the appropriate pay schedule for their position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE HIRING FOR
THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/**

SENIOR SERVICES PROGRAM

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and,
WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes; and,
NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services (BCDJFS) the authority to hire a worker for the BCDJFS Senior Services Program. This employee will be compensated in accordance with the appropriate pay schedule for their position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE HIRING OF A FULL TIME PERMANENT CASE MANAGER FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and,
WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes; and,
NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, at his discretion, the authority to hire a Public Assistance Case Manager. This person will be employed as a full-time permanent, bargaining unit employee. Her wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

11:00 Presentation by ShaleDirectories.com

Commissioner Favede said we have a very big announcement today about something we are very excited about. She said it is no secret that we are on the cusp of a tremendous economic boom based upon the oil and gas industry in Belmont County. The Board of Commissioners has been very pro-active and want to work ahead of the curve and not react to the curve. Mrs. Favede said the board has enlisted the services of ShaleDirectories.com and introduced the owner of the company, Joe Barone. She said, "We have contracted with him and we are going to be doing something quite unique and very interesting with ShaleDirectories.com, specifically to address the growth and the ability to prosper with our Belmont County businesses." His company can utilize modern technology as in an iPhone and/or a Droid capable type of phone apparatus and take Belmont County into modern society and a technological age.

Mr. Barone had a Power Point presentation to demonstrate the capabilities of ShaleDirectories.com and show how they are going to be working for the county as we go forward. He said ShaleDirectories.com is an outgrowth of a business started over two years ago in Pennsylvania. Their directory is in electronic form. He began the Power Point presentation by showing the Utica/Marcellus Shale. Ohio has both of them. They can show this on a county by county basis. You would click on a particular county and then be able to see information on businesses which have been organized by category. They have purchased a database of 156,000 businesses. They include information on real estate, housing, health care providers, legal advice, restaurants, laundries & cleaners, car dealers & repairs. They also have a separate category called "companies servicing the natural gas industry." That site would include businesses who do a lot of the work on the well sites; for instance, excavating companies, uniform companies, fencing and landscaping. Any company can have a basic listing stating the company's name, address and telephone number. The basic listings are free. They also have a Platinum listing for \$200.00, which would include the name of the company, description of the company, their logo, phone number, address, telephone number and website. Mr. Barone noted the importance of a business website and is encouraging all local businesses to obtain one if they do not have already. Also available is a Platinum Plus listing for \$400.00, which would allow the business to place pictures of their products and services, videos, and a Google Map location of their business. He recommends if you have a website that you have a section for the oil and gas industry. He advises for businesses to use the term "Utica Shale" in their search engines. The directory would be available 24/7. They have a free app for the directory for iPhones and Droids.

Mrs. Favede stated we want to market Belmont County as best as possible so our businesses can be utilized by the oil and gas industry. We are creating an environment to create jobs. Mr. Probst acknowledged the wonderful job done by Mrs. Favede for the county residents. He said it is a small investment for the return. Mr. Coffland again noted the Commission has worked very hard over the past year in getting things ready. He said, "We planted the seed in 2011. In 2012 we will reap the harvest." Port Authority Director Larry Merry stated, "We need to create a business environment for the private sector to create jobs." That is where true jobs are created. He further noted the Commissioners have done an unbelievable job of trying to lay the groundwork and put the tools that are necessary for business to locate in Belmont County. The Building Department is one of those steps. This directory is another step and it also benefits the Chambers of Commerce. To access this you need to be a member of a Chamber. Mr. Merry concluded by stating "This board is creating a pro-business climate in Belmont County."

OPEN PUBLIC FORUM - Pease Township Trustee and 911 Board Member Mike Bianconi said he appreciates the work being done with the creek cleanups. He attended the 911 Board meeting last night and he wants to discuss the spending of \$80,000.00 for new radios. He is not sure if that is the right thing to do or not. He feels it needs more discussion before a decision is made. He also thinks there might be a board opening for a police officer. He suggested either Glenn Moore or Jeff Henry. Lastly, he again expressed his opposition to spending any money on renovations to the "old jail" next to the courthouse.

BREAK

January 11, 2012

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:55 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 2:55 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of January, 2012.

_____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr. and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

_____ PRESIDENT

_____ CLERK