

St. Clairsville, Ohio

January 14, 2009

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Charles R. Probst, Jr., Matt Coffland and Ginny Favede, Commissioners and Jayne Long, Clerk of the Board. Minutes of the meeting of January 12, 2008, were read, approved and signed.

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

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

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. Probst, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-ALLTEL	Cell phone-Ed Gorence/General Fund	77.81
A-Cardmember Service	Travel expenses-C. Probst/General Fund	25.90
A-Cardmember Service	Travel expenses-M. Thomas/General Fund	339.17
A-Cardmember Service	Travel expenses-G. Longshaw/General Fund	546.46
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Green & Associates	Contract-Neffs Project/General Fund	21,737.86
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	736.00
A-Quill	Supplies/General Fund	62.99
A-Quill	Supplies/General Fund	283.58
A-Redwood Toxicology	Drug testing/General Fund	1,360.35
A-Speedway SuperAmerica	Gasoline-Ed Gorence/General Fund	72.63
B-Crossroads Counseling	Counseling-Northern Div. Ct./Indigent Drivers Alcohol Fund	1,336.00
B-Crossroads Counseling	Counseling-Western Div. Ct./Indigent Drivers Alcohol Fund	1,248.69
B-The Ohio State University College of Vet Medicine	Canine Research Fund/Dog and Kennel Fund	1,250.10
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	1,740.90
M-Hills Group Home	Clothing/Placement II-Juvenile Court Fund	198.82
N-Hammontree & Associates	Mt. Victory Rd. Waterline/Capital Projects Reserve Fund	915.00
N-Maroon Enterprises	New Bldg.-Eastern Ct./Eastern Ct. Construction Fund	150,000.00
N-Southeastern Equipment Co.	Equipment rental/Rd. & Bridge Improvement Fund	4,500.00
P-Doan Ford, Inc.	Equipment-Vehicles/BCSSD Funds	88,048.00
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	45,210.29
P-Prices Auto Body	Services/BCSSD Funds	1,400.00
S-Belmont Co. Eastern Div. Court	Credit card fee reimbursement/Eastern Ct. Gen. Special Projects	79.09
S-Comcast	Internet/Northern Div. Ct. Computer Fund	140.46
S-Crystal Springs	Water/Western Ct. General Special Projects Fund	44.17
W-Delinquent Collectors of Ohio, Inc.	Contract Services/DRETAC Treasurer's Office Fund	3,805.68

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for January 14, 2009 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$666.03; \$32,073.86; \$12,938.22; \$892.34; \$1,366.07; \$1,018.14; \$467.96; \$4,171.85
A-GENERAL/ATTORNEY FEES	\$1,478.97
A-GENERAL/AUDITOR	\$3,871.39
A-GENERAL/SHERIFF	\$2,041.30; \$3,109.93
A-GENERAL/WESTERN CT.	\$3,416.39; \$431.12
B-Dog and Kennel	\$4,450.81
H-County Home, Park Health	\$29,490.92; \$72,307.14
H-Job & Family, CSEA	\$17,759.29
H-Job & Family, Public Assistance	\$65,636.99; \$69,942.28; \$13744.38; \$417.23; \$4,190.42; \$1,870.31; \$2,370.39 \$471.90; \$35,862.01; \$2,234.35
H-Job & Family, WIA	\$39,200.48; \$97.75
K-Engineer MVGT	\$31,612.16; \$17,959.83
M-Intake Coord.-Juvenile Ct.	\$223.70
M-Juvenile Ct.-Title IV-E Reimb.	\$2,660.42
P-Oakview Admn. Bldg.	\$467.96
S-District Detention Home	\$9,374.51
S-Job & Family, Children Services	\$60,821.75; \$97,180.00; \$828.00
S-Juvenile Ct. Computer Fund	\$647.07
S-Oakview Juvenile Residential Center	\$2,531.86
S-Sheriff Commissary	\$5,739.41
S-Sheriff CCW	\$1,514.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1654-C055-C02.000 Other Expenses	R-0400-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. Coffland	Yes
Mr. Probst	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/  
MENTAL RETARDATION TO RESERVE ACCOUNT AND  
MEDICAID RESERVE ACCOUNT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between funds from the Mental Retardation Fund to Reserve Account and Medicaid Reserve Account.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>MENTAL RETARDATION FUND</b>	<b>MR/DD RESERVE FUND</b>	
E-2410-S066-S84.074 Transfers Out	R-2411-S067-S11.574 Transfers	\$ 500,000.00
<b>MENTAL RETARDATION FUND</b>	<b>MEDICAID RESERVE ACCOUNT</b>	
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$ 500,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND  
FOR THE CERTIFICATE OF TITLE ADM. FUND S79**

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-6010-S079-S02.011 Contract Services	E-6010-S079-S05.000 Other Expenses	\$ 500.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	Yes
Mrs. Favede	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-S15.074 Transfers Out	R-0400-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 Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR DECEMBER 2008**

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 December 2008.

**Gross Wages P/E 12/06/08 thru 12/20/08**

**GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>7,851.99</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>377.10</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>610.01</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>3,147.96</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>4,061.28</b>
CO. CT. PROBATION	E-0041-A002-H03.003	R-9895-Y095-Y01.500	
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>5,293.28</b>
COMM-LAW LIBRARY	E-0053-A013-A02.003	R-9895-Y095-Y01.500	<b>347.12</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>4,843.79</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>5,595.32</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,355.02</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,347.50</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>1,424.50</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,607.42</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>7,725.66</b>
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>5,321.92</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>3,112.16</b>
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>7,807.55</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,895.68</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>1,949.10</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>1,899.20</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>2,781.65</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>84.00</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b><u>170.08</u></b>
		<b>TOTAL</b>	<b>76,020.81</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>767.82</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>3,768.59</b>
Trailer Parks	E-2211-F069-F02.002	R-9895-Y095-Y01.500	<b>55.55</b>
Sewage Program	E-2227-F074-F03.002	R-9895-Y095-Y01.500	<b>30.14</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	<b>419.51</b>
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	<b>348.81</b>
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	<b>301.28</b>
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	<b>713.30</b>
PARK HEALTH CENTER	E-2150-H030-H08.003	R-9895-Y095-Y01.500	<b>25,999.17</b>
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>3,100.28</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>14,048.04</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>4,206.35</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>1,714.70</b>
Care and Custody-Rest.	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>804.24</b>
Care and Custody-Drug Ct	E-0400-M060-M72.003	R-9895-Y095-Y01.500	<b>600.16</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>606.37</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>1,245.19</b>
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	<b>5,903.44</b>
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	<b>7,474.76</b>
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	<b>2,921.84</b>
DEVELOP. DISABILITY	E-2410-S066-S76.003	R-9895-Y095-Y01.500	<b>27,546.22</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>2,963.07</b>
NORTHRN CRT-SPEC	E-1561-S086-S02.003	R-9895-Y095-Y01.500	<b>293.70</b>
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	<b>279.20</b>
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	<b>380.89</b>
COMMON PLEAS CT SP	E-1572-S089-S07.003	R-9895-Y095-Y01.500	<b>259.00</b>
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	<b>2,295.40</b>
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	<b>223.27</b>
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>593.80</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>1,572.22</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>6,365.79</b>
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	<b>553.19</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>2,400.43</b>
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	<b>191.99</b>
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	<b>30.56</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>58,367.21</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b><u>4,424.19</u></b>
		<b>TOTAL</b>	<b>262,249.19</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 N006 MENTAL RETARDATION 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 2, 2009.

E-9006-N006-N01.055 Mental Retardation Building Fund \$450.54

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE N007 MENTAL RETARDATION 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 2, 2009.

E-9007-N007-N01.055 Mental Retardation Permanent Improvement Fund \$45,271.55

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE S066 MENTAL RETARDATION 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 2, 2009.

E-2410-S066-S86.000 SELF DETERMINATION \$10,000.00

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 January 14, 2009, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland granting permission for county employees to travel as follows:

**ENGINEER** – Fred Bennett and Michael Wahl to attend 2009 Annual Ohio County Engineer’s Conference on January 29-30, 2009, in Columbus, OH. Estimated expenses: \$650.00

Don Pickenpough, GIS Director, to attend The Professional Land Surveyors of Ohio, Annual Conference, February 12-14, 2009, in Columbus, OH. Estimated expenses: \$785.00

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - Mike Bianconi thanked all three Commissioners for coming to last night’s meeting at Belmont Co. 911. He said he appreciated them taking the time to attend.

EMA Interim Director, Dave Ivan, advised the board of a problem with the National Weather Service transmitter regarding weather alerts. He also stated the transmitter may be moved from the WTRF tower to one closer to the EMA. Ohio EMA is aware of the problem and is working on it.

Bev Riddle of the Soil and Water Conservation Office reminded the board of the Rural Community and Development Committee that meets four times a year and asked for attendance by a Commissioner. This committee worked on the Fox Shannon Park Project. She stated she will also be attending a meeting in Columbus next week regarding funding for the Captina Watershed position and will report back to the Board.

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: December 30, 2009.

Upon roll call the vote was as follows:

Mrs. Favede Yes  
Mr. Probst Yes  
Mr. Longshaw Yes

**IN THE MATTER OF ENTERING REVOLVING LOAN  
FUND ADMINISTRATION AGREEMENT WITH STATE  
OF OHIO DEPARTMENT OF DEVELOPMENT**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into the Revolving Loan Fund Administration Agreement between the State of Ohio Department of Development and the Belmont County Commissioners effective January 1, 2009 through December 31, 2011.

**REVOLVING LOAN FUND ADMINISTRATION AGREEMENT**

This Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the **Belmont County Commissioners**, located at 101 W. Main St., St. Clairsville, OH 43950 with F.T.I. Number: FTI **34-6000236** (the "Grantee"), and shall be effective beginning **January 1, 2009** (the "Effective Date") and terminate **December 31, 2011** (the "Termination Date").

**BACKGROUND INFORMATION**

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

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

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

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

E. Grantee has adopted Resolution (or Ordinance) # \_\_\_\_\_ on **January 14, 2009** (date) authorizing the execution of this Agreement.

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

**STATEMENT OF THE AGREEMENT**

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

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

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

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

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

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

7. **Prevailing Wage Rates and Labor Standards.** Grantee shall comply with Section 570.603; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the labor provisions and apply the federal Davis Bacon Labor Standards where required. In the event that any construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

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

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

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

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

12. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 19f herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew the Revolving Loan Fund Administration Agreement to allow the Grantee to administer the RLF, have the Grantee close out the RLF by executing a CDBG Closeout Agreement or recapture the RLF Funds.

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

14. **Audits and Inspections.** Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the RLF Funds are audited according to the requirements of the ODOD Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

15. Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall, in all solicitations or advertisements or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee shall incorporate the requirements of this paragraph in all its respective contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

16. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

17. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

18. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

19. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of the Grantor, to:

Ohio Department of Development  
Office of Housing and Community Partnerships  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
ATTN: Office Manager

2. In the case of the Grantee, to:

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

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

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

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

GRANTEE:  
**Belmont County Commissioners**

GRANTOR:  
**State of Ohio  
Department of Development**

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

By: \_\_\_\_\_

Printed Name: Charles R. Probst, Jr.

Printed Name: Lee Fisher

Title: President, Board of Commissioners

Title: Lt. Governor of Ohio

Director, Ohio Department of Development

Date: 1/14/09

Date: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING SUE DOUGLASS TO THE EASTERN OHIO DEVELOPMENT ALLIANCE BOARD (EODA)**

Motion made by Mrs. Favede, seconded by Mr. Probst to appoint Sue Douglass, Executive Director, Belmont County Department of Development, to the Eastern Ohio Development Alliance Board to replace Eva Lunder, the former Director of the Belmont County Department of Development, effective immediately through December 31, 2009.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the payment of Invoice #10780 in the amount of \$859.19 from M&G Architects & Engineers, Wheeling WV, for the New Eastern Division Court Building project in Bellaire (Land Acquisition Phase) for the period of December 1, 2008 through December 31, 2008.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT TO  
MARSHALL J. PICCIN & ASSOCIATES/BELMONT CO. JAIL ADDITION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the payment in the amount of \$569.60, P.O. No. 512327, for Marshall J. Piccin & Associates, Project Engineer for the Belmont County Jail Addition Project, for the period of November 3, 2008 through December 31, 2008.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING TO ADVERTISE  
FOR A MECHANIC/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Probst to authorize Mark Esposito, Director of Belmont County Sanitary Sewer District, to advertise for a mechanic to fill a position left open due to retirement of an employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING  
COMMISSIONER MATT COFFLAND TO  
THE BUCKEYE HILLS RESOURCE CONSERVATION  
AND DEVELOPMENT EXECUTIVE COUNCIL**

Motion made by Mrs. Favede, seconded by Mr. Probst to appoint Belmont County Commissioner Matt Coffland as the Belmont County Commissioners' representative to the Buckeye Hills Resource Conservation and Development Executive Council for a three year term commencing January 1, 2009 through December 31, 2011.

Upon roll call the vote was as follows:

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

**DISCUSSION HELD** – Commissioner Favede reported the Board attended last night's meeting at 911 as part of their continuing effort to work with all departments on the necessary budget cuts. Commissioner Coffland also noted the board has been very busy meeting with many departments and still have more to sit down with. Commissioner Probst said the Board is currently prioritizing many issues and concerns including working on appropriation requests for Senator Voinovich that includes the Mt. Victory waterline, Neffs sewer project and removal of creek sediment. He stated the Board will continue to make phone calls and travel to Washington and Columbus to see these projects through as they are important to the residents and economic development of Belmont County. He also advised the Port Authority and Community Improvement Corporation are working hard and have projects in motion that he hopes come to fruition that will result in good paying jobs. Commissioner Probst said the Board is working on balancing the budget and all elected officials and department heads are also working hard and understand the need to cooperate.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:00 A.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting at 11:00 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 21st day of January, 2009.

\_\_\_\_\_

\_\_\_\_\_ COUNTY COMMISSIONERS

\_\_\_\_\_

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK