

St. Clairsville, Ohio

July 14, 2010

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

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.
NOTE: PART OF THIS MEETING WAS HELD OFF PREMISES
AT THE JAMBOREE IN THE HILLS SITE AND THAT PORTION WILL NOT BE RECORDED ON CD

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

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
A-Joseph Atkinson	Investigator's Fee/General Fund	629.00
D-Wilson Blacktop Corp.	Asphalt/Road and Bridges Fund	9,923.50
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT	2.29
N-Argo Sales Co., Inc.	Steel/Bridge & Retaining Wall Constr. Improv. Fund	705.61
N-Treasurer, State of Ohio	Services/BCSSD Fund	13,080.00
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Constr. Improv. Fund	6,780.50
P-American Electric Power	Services/WWS#3 Revenue Fund	20,448.46
P-Pipelines, Inc.	Waterline/Water & Sewer Development Fund	59,160.00
P-Times Leader	Print & Ad/BCSSD Funds	256.60
P-Yorkville Bd. Of Trustees of Public Affairs	Sewage Disposal/BCSSD Funds	513.29
S-Belmont Co. Eastern Court	Credit Card Fee/Eastern Ct. Gen. Special Projects Fund	51.26
S-Jeter Systems	File Cabinets-Northern & Eastern/Eastern Ct. Gen. Special Projects	18,775.94
S-McGhee & Co.	Labels/Northern Ct. Gen. Special Projects Fund	217.90
S-TSG	Remote Data Backup & Vaulting/Northern Div. Ct. Computer Fund	69.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for July 14, 2010 as follow:

FUND	AMOUNT
A-GENERAL	\$15,021.90; \$49,988.89
A-GENERAL/AUDITOR	\$1,682.74
A-GENERAL/CHEST CLINIC	\$428.73
A-GENERAL/COMMON PLEAS	\$6,194.96
A-GENERAL/JUVENILE	\$1,219.59
A-GENERAL/SHERIFF	\$13,977.34
A-GENERAL/911	\$2,114.18
B-Dog Kennel	\$4,406.55
E-911	\$1,056.99
H-Job & Family, CSEA	\$3,538.52
H-Job & Family, Public Assistance	\$612.36; \$53,939.23; \$400.00
H-Job & Family, WIA	\$96,414.34; \$3,000.00
K-Engineer MVGT	\$18,182.78; \$2,198.93; \$1,580.64
M-Juvenile Ct. - Placement II	\$401.25
M-Juvenile Ct. - Title IV-E Reimb.	\$883.50; \$1,569.06
P-Oakview Admin. Bldg.	\$4,138.62
P-Sanitary Sewer District	\$7,721.55; \$16,491.05; \$2,989.67; \$72.08; \$206.10
S-District Detention Home	\$2,729.50
S-Eastern Ct. Computer	\$332.30
S-Eastern Ct. General Special Projects	\$146.29
S-Job & Family, Children Services	\$72,250.63
S-Juvenile Ct. Computer	\$7.12
S-Juvenile Ct. Gen. Special Projects	\$221.65
S-Oakview Juvenile Residential Center	\$15,502.31
S-Sheriff Commissary	\$709.09
S-Western Div. Ct. Computer Fund	\$2,467.62
W-Law Library	\$8,184.30

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE GENERAL FUND

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

FROM	TO	AMOUNT
E-0051-A001-A28.000 Other Expenses	E-0051-A001-A16.000 Indigent Burials	\$ 3,000.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stab (Monies needed for Park Health Unemployment)	E-0257-A015-A15.074 Trans Out	\$3,614.94

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0053-A013-A01.002 Salaries Law Lib	E-0051-A001-A27.007 Unemp	\$ 772.95
E-0053-A013-A02.003 PERS Law Lib	E-0051-A001-A27.007 Unemp	\$ 538.02
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A27.007 Unemp	<u>\$ 324.38</u>
	Total	\$1,635.35

Upon roll call the vote was as follows:

Ms. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	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-H01.000 Salaries	E-2600-H005-H07.000 One-Stop Admn.	\$ 5,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS
WITHIN THE SOIL CONSERVATION FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer of funds within the Soil Conservation Fund.

FROM	TO	AMOUNT
E-1810-L001-L115.007 Unemployment	E-1810-L001-L10.000 Advert. & Print.	\$ 2,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR
THE OAKVIEW JUVENILE REHABILITATION FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfers within fund for the Oakview Juvenile Rehabilitation Fund.

FROM	TO	AMOUNT
E-8010-S030-S69.007 Unemployment	E-8010-S030-S68.006 Hospitalization	\$ 1,005.00
E-8010-S030-S69.007 Unemployment	E-8010-S030-S66.003 PERS	395.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of June, 2010.

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004003 Transfers In	101.25
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004003 Transfers In	412.26
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD #1 03004003 Transfers In	148.50
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004003 Transfers In	2.00
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004003 Transfers In	<u>100.25</u>
TOTAL		764.26

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 July 14, 2010, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

BCDJFS – Vincent Gianangeli to travel to Columbus, OH, on July 20, 2010, to attend OJFSDA Fiscal Comm. Meeting. Estimated expenses: \$12.00

Michael Schlantz to travel to Columbus, OH, on July 21, 2010, to attend ODJFS-WIB Directors Meeting. Estimated expenses: \$132.00

COMMISSIONERS – Mike Kinter and Cindi Henry to travel to Worthington, OH, on July 16, 2010, to attend a Reorganizing Local Government Seminar. A county vehicle will be used. Estimated expenses: \$250.20

Cindi Henry to travel to Columbus, OH, on July 27, 2010, to attend CCAO Health Insurance Seminar. No fee. A county car will be used.

SANITARY SEWER DISTRICT – Todd Krebs to travel to Columbus, OH, on July 20, 2010, to take the Ohio EPA Water Test Review. A county vehicle will be used.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION DECLARING
THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE
TEN-MILL LIMITATION AND REQUESTING THE COUNTY
AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH
REGARDING ONE-HALF (.05) MILL RENEWAL LEVY/SENIOR SERVICES
RESOLUTION**

WHEREAS, the Belmont County Board of Commissioners anticipates levying a tax in excess of the ten-mill limitation as described herein; and

WHEREAS, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No 201 enacted by the 122nd General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners:

SECTION 1. That pursuant to the provisions of Section 5705.21 of the Ohio Revised Code, it is necessary that an additional tax be levied in excess of the ten mill limitation for the benefit of Belmont County for the purpose of

A renewal of an existing tax for the benefit of Belmont County, Ohio to supplement the General Fund for the purpose of providing senior services including but not limited to, transportation, nutrition and in-home services) to elderly residents who are frail and/ or handicapped and cannot remain in their homes without these service provided pursuant to law, at a rate not exceeding one-half (1/2) mill for each one dollar (\$1.00) of valuation, which amounts to five cents (.05) for each one hundred dollars (\$100.00) of valuation, for a period of five (5) years, commencing with tax list year 2011 (Ohio Revised Code Section 5705.05)

SECTION 2. That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on the 2nd day of November, 2010. If approved by the electors, said tax levy shall first be placed upon the 2011 tax list and duplicate, for first collection in calendar year 2012.

SECTION 3. That pursuant to Section 5705.03 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the Belmont County Senior Citizens Levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

SECTION 4. That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

BE IT FURTHER RESOLVED, that the Clerk of this Board be and is hereby directed to certify a copy of this resolution to the Board of Elections of Belmont County, Ohio, forthwith, as provided by law and notify said board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

Commissioner Favede moved for the adoption of the foregoing Resolution which was seconded by Commissioner Coffland, and the roll being called upon its adoption, the vote resulted as follows:

Commissioner Favede	<u>Yes</u>
Commissioner Coffland	<u>Yes</u>
Commissioner Probst	<u>Yes</u>

Adopted this 14th day of July, 2010

**IN THE MATTER OF AUTHORIZING COMMISSIONER
CHARLES R. PROBST, JR. TO SIGN OPWC PROJECT AGREEMENTS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commissioner Charles R. Probst, Jr. to sign the Ohio Public Works Commission Project Agreements for the following Belmont County Engineer's Projects:

1. BEL-48-5.21 & BEL-48-7.10 Bridge Replacement in the amount of \$399,999.00; Grant project number CRV09 (Wegee Road)
2. Cats Run Road Resurfacing in the amount of \$277,680.00; Grant project number CR20N.
3. Resurfacing Township Roads- PY 24 in the amount of \$318,903; Grant project number CRV12.

**OHIO PUBLIC WORKS COMMISSION
PROJECT AGREEMENT**

OHIO LOCAL TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this 1st day of July, 2010 by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and Belmont County, Belmont County (hereinafter referred to as the "Recipient"), located at 101 W. Main Street, St. Clairsville, Ohio 43950-, in respect of the project named BEL-48-5.21 & BEL-48-7.10 Bridge Project, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed Three Hundred Ninety-Nine Thousand, Nine Hundred Ninety-Nine Dollars (\$399,999) for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **013-00013**

OPWC Project Control No. **CRV09**

(SEE BELOW FOR CONTRACT LANGUAGE)

**OHIO PUBLIC WORKS COMMISSION
PROJECT AGREEMENT
OHIO LOCAL TRANSPORTATION IMPROVEMENT PROGRAM**

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this **1st** day of **July, 2010** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **Belmont County, Belmont County** (hereinafter referred to as the "Recipient"), located at **101 W. Main Street, St. Clairsville, Ohio 43950**-, in respect of the project named **Cats Run Road Resurfacing**, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed **Two Hundred Seventy-Seven Thousand Six Hundred Eighty Dollars (\$277,680)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **013-00013**

OPWC Project Control No. **CR20N**

(SEE BELOW FOR CONTRACT LANGUAGE)

**OHIO PUBLIC WORKS COMMISSION
PROJECT AGREEMENT
OHIO LOCAL TRANSPORTATION IMPROVEMENT PROGRAM**

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this **1st** day of **July, 2010** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **Belmont County, Belmont County** (hereinafter referred to as the "Recipient"), located at **101 W. Main Street, St. Clairsville, Ohio 43950**-, in respect of the project named **Resurfacing Township Roads – PY 24**, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed **Three Hundred Eighteen Thousand, Nine Hundred Three Dollars (\$318,903)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **013-00013**

OPWC Project Control No. **CRV12**

(BELOW IS CONTRACT LANGUAGE ON ALL THREE PROJECTS)

WHEREAS, the Local Transportation Improvement Fund created under Section 164.14 of the Revised Code is to benefit local subdivisions (as hereinafter defined) for the construction, reconstruction, improvement, or planning of transportation infrastructure (as hereinafter defined);

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with one or more Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, pursuant to Section 164.14 of the Revised Code, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Divisions C and E of Section 164.14 of the Revised Code;

WHEREAS, Sections 164.14 of the Revised Code permits a grant of funds for such a Capital Improvement Project to be expended or provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, planning, or equipping of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement;

WHEREAS, the Project described in Appendix A of this agreement has been duly recommended to the Director pursuant to Section 164.14 of the Revised Code by the District Public Works Integrating Committee of the Recipient;

WHEREAS, the Director desires to approve the Recipient's request for a grant of financial assistance to finance certain costs of the Project, such moneys being allocated out of the State and Local Government Highway Distribution Fund to the Local Transportation Improvement Fund in the State Treasury;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION 1. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent.

"**Act**" means Chapter 164 of the Revised Code, enacted and amended thereunder, together with Chapter 164-1 of the Ohio Administrative Code (the "Administrative Code").

"**Business Day**" means a day of the year on which banks located in Columbus, Ohio and New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"**Capital Improvement**" or "**Capital Improvement Project**" means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities of Local Subdivisions, including real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"**Chief Executive Officer**" means the Chief Executive Officer of the Recipient and as designated pursuant to Section 6 hereof or his authorized designee as per written notification to the Director.

"**Chief Fiscal Officer**" means the Chief Fiscal Officer of the Recipient and as designated pursuant to Section 6 hereof or authorized designee as per written notification to the Director.

"**Contractor**" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the acquisition, construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"**Cost of Capital Improvement Projects**" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects, and, as applicable, related financing costs.

"**District Committees**" means the District Public Works Integrating Committees created pursuant to Section 164.04 of the Revised Code, the Executive Committees created pursuant to Section 164.04 of the Revised Code, and the Small Government Subcommittees created pursuant to Section 164.14 of the Revised Code.

"**Fund**" means the Local Transportation Improvement Fund created pursuant to Section 164.14 of the Revised Code.

"**Governing Body**" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; the board of township trustees if a township.

"**Local Subdivision**" means any county, municipal corporation, township of the State.

"**Participation Percentages**" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual costs that will be contributed by the Recipient. Both of these percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project and as designated pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

“Reimbursing” means the use of funds disbursed to the Recipient, as part of a loan or grant made to the Recipient pursuant to Revised Code Section 164.05, as reimbursement to the Recipient for costs integral to the completion of the Project that were incurred and paid by it and which did not in any way inflate costs of the Capital Improvement Project.

“State” means the state of Ohio.

“Transportation Infrastructure” means any highways, roads, streets, or bridges and the necessary safety appurtenances thereto constructed, reconstructed, expanded, or engineered on authority of funds allocated pursuant to Section 164.14 of the Revised Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented or superceded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms refer to this Agreement and the term “hereafter” means after, and the term “heretofore” means before the effective date of this Agreement.

SECTION 2. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the Grantor hereby grants to the Recipient moneys from the Fund not to exceed the amount as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the Grantor under this Agreement for the completion of the Project described in Appendix A of this Agreement.

SECTION 3. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the “Local Subdivision Contribution”) the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project described in Appendix A of this Agreement.

SECTION 4. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION 5. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2 for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION 6. Disbursements. All payments made by the Grantor shall be made directly to the Contractor that performed the work and originated the invoice, unless the Grantor expressly authorizes Recipient use the reimbursement method specified in Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code.

(a) Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager as set forth in Appendix B of this Agreement.

(b) Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding said certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section 6(b). The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Ratio as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and complete, initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Auditor of State drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it, by regular, first class, United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

- (1) If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- (2) If the request is for disbursement to the Recipient pursuant to Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative code, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- (3) The Project Manager’s certification pursuant to this Section 6(b) of this Agreement;
- (4) The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
- (5) Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

In the event that any money is disbursed to the Recipient pursuant to this Section 6(b) of this Agreement to pay a portion of an invoice submitted by a Contractor, the Recipient shall expend such money to pay such Contractor for costs of the Project within twenty-four (24) hours after receipt thereof.

The Recipient represents that the Project was initially purchased, constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

(c) Disbursement Submittal Deadlines. The Recipient shall submit no more than one Disbursement Request per calendar month.

(d) Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, or redeem or otherwise pay debt service on all or any part of any governmental obligations.

(e) Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, such changes must be approved through the execution of a formal Amendment to this Agreement.

(f) Excess Moneys. In the event that the Recipient determines that it will no longer require all or any portion of the moneys provided pursuant to Section 2 hereof for authorized Project purposes, such as acceptable construction bids being received in dollar amounts significantly below project budget-related cost estimates, the Recipient shall mail, by first-class mail postage prepaid, a written notice to the Director. Such notice shall state (1) that the Recipient does not intend to use certain moneys made available to it pursuant to Section 2 hereof for authorized Project purposes and (2) the amount of such moneys no longer required. Upon receipt of such notice, the moneys specified therein shall no longer be available to pay costs relating to the Project.

(g) Project Cost Overruns. In the event that the Recipient determines that the moneys provided pursuant to Section 2 hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, Recipient may, with

the approval of its District Public Works Integrating Committee, apply to the Director for supplemental assistance. The Director may approve or recommend such supplemental assistance only if the Recipient demonstrates to the Director's satisfaction that such funding is necessary for the completion of the Project and that the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application.

(h) Project Completion Report. By executing the Project Completion Report section provided in Appendix E, page 2 of the Agreement, the subdivision certifies that the Project is completed, and that the subdivision will submit no additional invoices. When executed, this section represents the complete understandings between the OPWC and the subdivision as to the status of the Project. No other agreements, negotiations, conversations, or any other communications of any form may be submitted as evidence of the Status of the Project. The OPWC will not accept or receive disbursement requests subsequent to the subdivision's execution of the Project Completion Report.

SECTION 7. Retainage. Except as provided in the second sentence of this Section 7, Recipient shall comply in all respects with the requirements of Sections 153.12, 153.14, and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to Recipient, which require the holding of certain amount from payments to be made to Contractors and the deposit of such amounts into an escrow amount established pursuant to Section 153.63 of the Revised Code. Upon written notification to and approval of the Director, Recipient may use its legally applicable construction contract requirements for the project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Section 153.12, 153.13, 153.14, and 1536.63 of the Revised Code.

SECTION 8. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

(a) Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement, a description of the manner or mechanisms of providing its local share of Project funds.

(b) Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 9. Representations, Warranties and Covenants of Recipient. The Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

(a) Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;

(b) Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized and deliver this Agreement;

(c) This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in the event of bankruptcy and the application of general principles of equity;

(d) Recipient has complied with all procedure, prerequisites, and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code; excluding Chapter 164-1-32;

(e) Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;

(f) Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section 2 hereof:

(i) The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Act;

(ii) All of the Project is owned, or will be owned, by the Recipient or another eligible local subdivision.

(g) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;

(h) Ohio Products. The Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use, Ohio products, materials, services and labor in connection with the Project;

(i) Equal Employment Opportunity. Recipient shall require that all contractors and subcontractors working on the Project comply with the equal employment opportunity requirements for the utilization of minorities and females pursuant to Chapter 123 of the Administrative Code, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9;

(j) Prevailing Wage. Recipient shall comply, and shall require that all Contractors and subcontractors working on the Project comply, with the prevailing wage requirements contained in Sections 4115.03 to 4115.16 of the Revised Code; and

(k) Construction Bonds, Insurance and Supervision.

(i) The Recipient shall require that each of its construction contractors furnish a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.

(ii) The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract, Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.

(iii) The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 10. Progress Reports. The Recipient shall submit to the Grantor at the Grantor's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Grantor may from time to time reasonably require. The Recipient shall submit to the Grantor a final report on forms prescribed by the Grantor, detailing the results of the Project and the expenditure of funds made pursuant to this Agreement. The Recipient shall submit the final report to the Grantor no later than 90 days after completion of the Project.

SECTION 11. Audit Rights. The Recipient shall, at all reasonable times, provide the Director or his representative access to and a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 12. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the

purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.

SECTION 13. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the Project sufficient to impose upon the Director any of the obligations specified in Section 126.30 of the Revised Code. Provided that the Recipient is not a Local Political Subdivision (as defined in this Agreement), the Recipient shall indemnify and hold harmless the Director, OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, Recipient's use or application of the funds being provided by OPWC hereunder and Recipient's construction or management of the Project.

SECTION 14. Termination. Grantor's obligations under this Agreement shall immediately terminate upon the failure of Recipient to comply with any of the terms or conditions contained herein. Upon such termination, Recipient shall be obligated to return any moneys delivered to Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which the Grantor formally notifies Recipient that all findings set forth in the final report of audit required in Section 8 have been satisfactorily resolved.

SECTION 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State.

SECTION 16. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

SECTION 17. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersedes any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 18. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 19. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 20. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement, be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION 21. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit described herein will result in this Agreement being declared null and void, and the OPWC funds committed herein will be returned to the District Public Works Integrating Committee for reallocation. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 22. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project #**CRR04** as of the date first written above.

RECIPIENT

GRANTOR

Charles R. Probst, Jr. /s/
Hon. Charles R. Probst, Jr./Co. Commissioners Pres.
Belmont County Commissioners
101 W. Main Street
St. Clairsville, OH 43950
City, State & Zip Code
Kathy Marino /s/ Asst. Clerk
WITNESS

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION
By: Paul Michael Miller/s/
Michael Miller, Director

Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215
Kimberly Killian /s/
WITNESS

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR ENGINEER PROJECT 10-5 CATS RUN ROAD RESURFACING PROJECT AND PROJECT 10-6 RESURFACING VARIOUS TOWNSHIP ROADS

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for the following projects for the Belmont County Engineer's Department based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders:

- **Project 10-5 Cats Run Road Resurfacing Project**
Note: Funding-OPWC \$277,860; MVGT \$34,320-Total \$312,000
- **Project 10-6 Resurfacing of Various Township Roads**
Note: Funding-OPWC \$318,903; MVGT \$112,047-Total \$430,950

NOTICE TO BIDDERS
BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:00 A.M. (Local Time) Wednesday, August 4, 2010** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **PROJECT 10-5, CATS RUN RESURFACING PROJECT**, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by October 30, 2010.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor’s Executive Order of 1972 and Governor’s Executive Order 84-9 shall be required.

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

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

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. “The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder’s Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board’s decision to award, and the Board reserves the right to exercise its full discretion,”

By order of the Board of Commissioners
of Belmont County, Ohio
Kathy Marino /s/
Kathy Marino, Assistant Clerk

Times Leader Advertisement: Two (2) Mondays: **July 19, 2010 and July 26, 2010**

NOTICE TO BIDDERS
BELMONT COUNTY COMMISSIONERS’ OFFICE
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:15 A.M. (Local Time) Wednesday, August 4, 2010** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **PROJECT 10-6, RESURFACING VARIOUS TOWNSHIP ROADS PROJECT**, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by October 30, 2010.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor’s Executive Order of 1972 and Governor’s Executive Order 84-9 shall be required.

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

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

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. “The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder’s Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board’s decision to award, and the Board reserves the right to exercise its full discretion,”

By order of the Board of Commissioners
of Belmont County, Ohio
Kathy Marino /s/
Kathy Marino, Assistant Clerk

Times Leader Advertisement: Two (2) Mondays: **July 19, 2010 and July 26, 2010**

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AMENDMENTS TO

THE MOTION CONCERNING THE 60 MONTH XEROX LEASE AGREEMENTS UNDER THE MASTER LEASING AGREEMENT DATED 4/1/07

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the amendments to the motion of June 30, 2010 concerning the 60 month Xerox lease agreement under the Master Leasing Agreement dated 4/1/07, State Term Schedule Number 7709600507, between Xerox Corporation, (Lessor), and the State of Ohio, by the Department of Administrative Services for copiers as follows: (Price per month remains the same at \$271.20.)

Effective Date: July 1, 2010

DEPARTMENT	MACHINE TYPE
Auditor's Front	From W5638PT to W5645PT
Probate Rear	From W5638PT to W5645PT
Common Pleas	From W5638PT to W5645PT
Recorder	From W5638PT to W5645PT
Clerk of Courts	W5655PT

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: XEROX – Regarding the above motion, Fiscal Manager Cindi Henry explained the board passed a Resolution for the first set of machine numbers. When Xerox ordered them, they were out of stock; so they substituted the next higher grade of machine in their place. The leases need amended to show the different machines.

IN THE MATTER OF APPROVING REQUEST TO PURCHASE ONE HANDICAPPED ACCESSIBLE VAN FROM MOBILITY WORKS/BELMONT SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the request of Belmont Senior Services, Inc. Board of Trustees to purchase one (1) 2010 Ford E-250 Handicapped Accessible van in the amount of \$29,379.50 from Mobility Works, Akron, Ohio; this vehicle will be purchased with levy funds.

Note: This vehicle will be utilized to transport Belmont County senior citizens (60+) to and from medical appointments and will replace a 1999 handicap van with over 261,000 miles.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: BELMONT SENIOR SERVICES TRANSPORTATION VANS: Mrs. Favede noted that the Board of Senior Services in conjunction with the Board of Commissioners is working to replace a lot of BSS vans that have high mileage and maintenance issues. A replacement schedule is being worked on in order to ensure the county's Seniors are being transported in good quality vans. Mr. Coffland has been working with the State Purchasing Department to help find the correct vehicles. He is also looking into possible grants to provide transportation vehicles. Mr. Probst stated some the vans for the Senior Centers have been parked already due to maintenance problems and skyrocketing prices, and the board is trying to work as quickly as they can to get new vans purchased. Belmont Senior Services advised they are actually at times leasing some vans for now. Mr. Probst said it is very important that we provide safe transportation for our Seniors. Mrs. Favede advised the Board of Commissioners completed a transportation plan last year, which is a federal requirement, in order to allow the county to utilize ODOT grants to purchase transportation vehicles. The Board of Developmental Disabilities successfully wrote three grants in order to purchase three vehicles utilizing the transportation plan that was put into effect. Their vehicles were \$47,000.00 and their local share was only about \$9,000.00. (Exact figures can be found back at the Commissioners' Office.) The board is looking at their ability to utilize those same grants for Belmont Senior Services to reduce the amount of levy funds that is expended to purchase vans.

IN THE MATTER OF ENTERING INTO A RENEWAL OF THE TITLE IV-D JUVENILE MAGISTRATE CONTRACT WITH JUVENILE COURT ON BEHALF OF BELMONT CO. CHILD SUPPORT ENFORCEMENT AGENCY

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal of the Title IV-D Juvenile Magistrate Contract with Belmont County Juvenile Court, on behalf of the Belmont County Child Support Enforcement Agency, in the amount of \$115,296.05, effective July 1, 2010 through June 30, 2011:

66% Federal Funds	\$76,095.39
34% Local share	\$39,200.66

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Commissioner Favede acknowledged Jamboree in the Hills and explained the reason why the board decided to hold their meeting at this venue: The board wanted to make an attempt to embrace JITH and what it means to Belmont County. Over 100,000 people annually come to Belmont County to attend JITH and the spin-off effect of that many people coming to our county is they purchase gasoline, groceries, and patronize various restaurants and businesses. Mrs. Favede expressed the county certainly appreciates what JITH does for the county economically, and the board is here to celebrate their relationship with JITH. Mr. Coffland remarked on 34 years of having the Super Bowl of Country Music right here in Belmont County. Mrs. Favede noted JITH started in 1977 as a 2 day event and has grown from there. World renowned country artists have performed on the JITH stage. She concluded by stating JITH is a first class operation. The board and staff then took a tour of the grounds.

BREAK

RECONVENE 1:00 P.M.

PRESENT: COMMISSIONERS GINNY FAVEDE, MATT COFFLAND AND CHARLES R. PROBST, JR. (who arrived at 1:10 p.m.)

Commissioner Favede read the following report:

Budget information:

2011 Departmental Budget requests for the General Fund total:

\$20,394,402.33

This is a \$718,380.20 decrease from last year's (2010) requests.

Total estimated receipts and balance for 2010 - \$16,441,640.00

Total estimated receipts and balance for 2011 - \$16,436,000.00

This is a \$5,640 anticipated decrease in revenue from last 2010.

- **Most** departments in the general fund continue to operate within their allocated budgets and find other sources to subsidize the general fund. The budget requests reflect that – elected officials are utilizing other funds for any requests outside of normal operating expenses.
- Almost all of the departments **have not** requested an increase in salary line items for their employees.
- Included in the budget is \$540,313.76 for the jail bond issue and note payments due in 2011; \$84,907.50 for the County Building Eastern Division Court Bond Note; \$109,983.76 for the Satellite Building Bond.

Commissioner Favede then read the following report regarding county debt:

Debt for Belmont County	
Current amounts Outstanding	
General Fund	\$5,555,000.00
County Engineer	\$2,010,000.00
JFS	\$145,000.00
Water	\$10,222,996.32
Sewer	\$7,110,000.00
Over all total	\$25,042,996.32

After reading the above reports, Mrs. Favede stated: “It is my and Commissioner Coffland’s opinion that we create a financial plan to be able to incorporate that debt into our General Fund so that we, and you the taxpayers, have an ability to understand how and when that debt will be paid off.”

IN THE MATTER OF APPROVING AND SUBMITTING THE COMMISSIONERS’ ANNUAL BUDGET FOR FISCAL YEAR COMMENCING JANUARY 1, 2011 FOR CONSIDERATION BY THE COUNTY BUDGET COMMISSION

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and hereby submit the Belmont County Board of Commissioners’ Annual Budget for the fiscal year commencing January 1, 2011 for consideration by the County Budget Commission.

Upon roll call the vote was as follows:

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

Note: Commissioner Probst arrived at 1:10 p.m., due to being with Jeanne Wilson of Sen. Sherrod Brown’s Office, showing her the dredging issue on the Ohio River and talking about a few other county projects.

DISCUSSION HELD RE: COUNTY BUDGET: Mrs. Favede explains the \$20,394,402.33 figure is a request from all departments. It is NOT a given. That is what the county would need if everyone was given what they have requested. The budget this year, what we actually gave out that was certified, was \$17,200,000.00. This was what was actually spent roughly. The requests for next year total \$20,394,402.33. At the very best we are in a holding pattern. We certainly cannot increase our budget by \$3,000,000.00 next year. The requests are just a “Wish List.”

The requests last year were \$21,112,000.00. What was actually appropriated and sent out for budget purposes was \$17,200,000.00.

Mr. Probst explained the County Auditor estimates so far into the year and halfway through he will see how the receipts are coming in to see if he can certify more money. The county departments have done a good job of staying within their budgets. The key is to live within what you are appropriated.

Commissioner Coffland notes that although the county has \$25 million in outstanding debt, we have added no new debt since taking office.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 1:17 P.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 1:17 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 21st day of July, 2010.

COUNTY COMMISSIONERS

We, Ginny Favede and Kathy Marino, President and Assistant Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

PRESIDENT

ASSISTANT CLERK