

St. Clairsville, Ohio

July 15, 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 Kathy Marino, Assistant Clerk of the Board.

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. 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-C.O.R.S.A.	2009-2010 Annual CORSA Program/General Fund	470,251.00
A-Draft-Co., Inc.	Web Hosting/GIS Projects/General Fund	500.00
A-Group Star.com	Maintenance Kit/General Fund	309.48
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	736.00
A-Treasurer of State	Audit Fees/General Fund	36,679.03
B-Crossroads Counseling	June Counseling-Western Ct./Indigent Drivers Alcohol Fund	1,449.93
J-Thomas A. Schirack, A.S.A.	Contract Services/Real Estate Assessment Fund	19,845.00
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	277.86
M-Walmart	Supplies/CCAP Fund-Juvenile Court	81.59
P-Max E. Porter Construction	Services/SSD#2 Revenue Fund	850.00
P-Panhandle Cleaning & Restoration	Services/SSD#2 Revenue Fund	822.30
P-Panhandle Cleaning & Restoration	Services/SSD#2 Revenue Fund	5,957.09
P-Renee' Wilson	Travel & Expenses/BCSSD Funds	112.50
P-W.W. System #3	Purchased Water/WWS#2 Revenue Fund	39,169.87
S-American Electric Power	Utilities/Oakview Juvenile Residential Center	4,418.76
S-AT&T	Phone service/Port Authority Fund	136.81
S-Belmont Co. Sanitary Sewer District	Utilities/Oakview Juvenile Residential Center	390.75
S-Belmont Senior Services	July Operating Expenses/In Home Care Levy-Comm on Aging	175,000.00
S-Comcast	Internet/Western Ct. Computer Fund	193.40
S-Comcast	Internet/Northern Ct. Computer Fund	105.11
S-MOS	Toner/Probate Court Computer Fund	370.50
S-West Group Payment Center	Law Books/Western Court Computer Fund	330.00
T-Atty. David Barnes	Closing Fees for FEMA Buyout//Neffs Hazard Mitigation	7,835.00
W-Delinquent Collectors of Ohio, Inc.	Contract Services/DRETAC Treasurer's Office	1,180.63
W-Delinquent Collectors of Ohio, Inc.	Contract Services/DRETAC Treasurer's Office	1,046.66

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 July 15, 2009 as follow:

FUND	AMOUNT
A-GENERAL	\$6,328.19; \$ 35,091.96; \$1,399.37; \$1,076.85
A-GENERAL/ATTORNEY FEES	\$10,045.73
A-GENERAL/AUDITOR	\$31,956.38
A-GENERAL/EMA	\$2,006.30
A-GENERAL/SHERIFF	\$15,881.87; \$2,101.13; \$1,992.20; \$447.34; \$172.01; \$975.95
A-GENERAL/WESTERN COURT	\$3,970.32
A-9-1-1	\$3,468.95
C-Indigent Guardianship Fund	\$352.50
H-County Home, Park Health	\$43,564.36; \$13,622.69
H-Job & Family, CSEA	\$7,291.60; \$7,291.60
H-Job & Family, Workforce Investment Act	\$28,323.57; \$98,096.00
H-Job & Family, PA	\$11,248.91; \$69,981.78; \$24,438.84; \$1,806.99; \$3,114.94; \$67.21; \$623.89; \$20,295.87
K-Engineer MVGT	\$804.75; \$2,784.29; \$13,066.23; \$23,873.00
M-Juvenile Ct.-Title IV-E Reimb.	\$889.75
M-Juvenile Ct. – Placement II	\$991.16
M-Juvenile Ct. – Placement Services	\$12,357.32
P-Sanitary Sewer District	\$23,556.52, \$4,501.91; \$1,203.77; \$33,444.15; \$80.56; \$5,256.55; \$14,170.00
P-Special Emergency Planning LEPC	\$120.47
S-Cert. of Title Adm Fund	\$411.00
S-Clerk of Courts Computer	\$481.80
S-District Detention Home	\$4,750.75; 9,622.45
S-Job & Family, Children Services	\$27,340.07; \$5,771.37; \$76,335.41; \$242,252.13
S-Juvenile Ct. – Gen. Special Projects	\$2,141.00
S-Marathon Petroleum Company	\$173.39
S-Oakview Juvenile Residential Center	\$17,852.12
S-Sheriff Commissary	\$1,944.23
S-Western Court Computer	\$176.61

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY GENERAL FUND

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
E-0051-A001-A028.000 Other Expenses	E-0160-A009-D06.000 Memorial Day Exp	\$ 900.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE BELMONT COUNTY GENERAL FUND

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer of funds within the Belmont County General Fund.

FROM	TO	AMOUNT
E-0051-A001-A028.000 Other Expenses	E-0256-A014-A05.000 Official Bonds	\$ 1,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN THE BELMONT COUNTY GENERAL FUND/SHERIFF DEPT.

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within the Belmont County General Fund/Sheriff Dept.

FROM	TO	AMOUNT
E-0131-A006-A09.000 Medical	E-0131-A006-A16.000 Other	\$ 1.53

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 ALTERNATIVE SCHOOL FUND/JUVENILE COURT

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

FROM	TO	AMOUNT
ALTERNATIVE SCHOOL E-0400-M067-M04.005 Medicare	ALTERNATIVE SCHOOL E-0400-M067-M05.008 Insurances	\$ 102.88

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 BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Belmont County Sanitary Sewer District.

FROM	TO	AMOUNT
WWS #3 E-3702-P005-P24.013 Projects	WWS #3 E-3702-P005-P19.012 Equipment	\$ 3,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/HOLDING ACCOUNT CHARGEBACK FOR JUNE 2009

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 June 2009.

Gross Wages P/E 06/06/09 thru 06/20/09

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,158.45
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	377.10
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	683.86
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,570.18
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,491.43
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,803.31
COMM-LAW LIBRARY	E-0053-A013-A02.003	R-9895-Y095-Y01.500	347.12
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	606.58
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,789.17
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	5,257.19
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,258.98
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,151.32
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,438.13
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,607.42
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,097.78
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,386.52

RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	2,585.90
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	6,835.74
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,895.68
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	804.94
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	1,803.48
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,919.53
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,750.78
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	84.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	470.58
		TOTAL	71,175.17

DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	705.03
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,031.28
Trailer Parks	E-2211-F069-F02.002	R-9895-Y095-Y01.500	
Sewage Program	E-2227-F074-F03.002	R-9895-Y095-Y01.500	390.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	470.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	525.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	340.00
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	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	895.00
PARK HEALTH CENTER	E-2150-H030-H08.003	R-9895-Y095-Y01.500	23,280.38
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,749.04
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,296.57
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	12,524.86
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	6,032.42
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,290.60
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	308.00
Care and Custody-Restitution	E-0400-M060-M61.003	R-9895-Y095-Y01.500	308.65
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	804.25
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	600.16
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	708.46
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,068.11
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	780.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,200.24
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,494.83
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,915.08
BOARD OF DD	E-2410-S066-S76.003	R-9895-Y095-Y01.500	25,122.09
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	526.26
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,570.14
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	122.40
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	122.40
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	645.65
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	259.00
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,327.90
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	499.18
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	755.34
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,482.06
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	7,092.06
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	535.38
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,349.83
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	204.73
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	30.63
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	0.00
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	4,440.38
		TOTAL	197,844.74

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 15, 2009.

E-0063-A002-B30.000 Other Expense \$ 4,461.27

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SHERIFF'S DEPARTMENT VARIOUS FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 15, 2009.

General

E-0131-A006-A09.000	Medical	614.00
E-0131-A006-A20.000	False Alarm	50.00
E-0131-A006-A21.000	Sheriff's Towing	41.00
E-0131-A006-A23.000	Background	768.00
E-0131-A006-A24.000	E-SORN	375.00
E-0131-A000-A30.000	Lifesaver	0.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	90.00
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Commissary Fund

E-5100-S000-S01.010	Supplies	12,482.40
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	1,241.00
E-5101-S001-S07.012	Equipment	665.00

Sheriff Reserve Account

E-9710-U010-U06.000	Other Expenses	125.15
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE JUVENILE COURT ALTERNATIVE SCHOOL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 15, 2009.

M-67-ALTERNATIVE SCHOOL

E-0400-M067-M01.002	Salaries	10,120.88
E-0400-M067-M02.003	PERS	1,416.93
E-0400-M067-M04.005	Medicare	146.75
E-0400-M067-M05.008	Insurances	3,649.44
E-0400-M067M13.075	Advance Out	15,334.00
TOTAL		30,668.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 15, 2009.

FUND AMOUNT

E-0400-M062-M02.000	
Other Expenses	1,840.00
E-0400-M064-M05.000	
Placement Costs	6,627.17
E-0400-M075-M01.000	
Other Expenses	1,563.08
E-1589-S096-S12.000	
Other Expenses	2,059.50
E-1582-S085-S08.000	
Computer Expenses	463.50

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 BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 15, 2009.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T03.000	CDBG Escrow Account "CHIP"	\$ 11,615.00
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Draw Number 393 – Grant #B-C-07-007-1 & #B-C-07-007-2

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE
VICTIM-WITNESS ASSISTANCE PROGRAM FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 15, 2009.

E-1511-W080-P07.006 Hospitalization 255.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REPAYMENT OF CASH ADVANCE OF FUNDS
FOR THE BELMONT COUNTY JUVENILE COURT**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following REPAYMENT OF CASH ADVANCE of funds for the Belmont County Juvenile Court. The Court has received the fourth quarter Alternative School grant check. All cash advances have been paid back in full at this time.

FROM	TO	AMOUNT	DATE
ALTERNATIVE SCHOOL	GENERAL FUND		
E-0400-M077-M08.075 Advances Out	R-0400-A000-A48.575 Advances In	\$ 15,334.00	07/01/09

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 July 15, 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:

AUDITOR – Sheila Turner and Mary Ann Domyan to travel to Columbus, OH, on July 31, 2009 to attend Ohio Auditor of State Mary Taylor, American Reinvestment & Recovery Act Training. A county car will not be used. Estimated expenses: \$100.00.

BCDJFS – Various employees to various meetings and trainings in July, August and September, 2009. Estimated expenses: \$108.00.

ENGINEER – Fred Bennett, Engineer and Michael Wahl, Deputy Engineer to travel to Columbus, OH, on August 12-13, 2009, to attend the 2009 Annual Ohio Bridge Conference and Trade Show. Estimated expenses: \$550.00.

VETERANS – Lucinda Maupin and Christy Taylor to travel to Columbus, OH, on July 24, 2009, to attend the Summer Quarterly Training. Estimated expenses: \$300.00.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Bob Rush of Mt. Victory Road stated only some people on his road received information in the mail regarding hook up fees and many others did not.. He wanted the Board to know that some residences were missed. Mr. Probst offered to make a call and get information on this.

Richard Hord invited the Board to a sign dedication ceremony in Martins Ferry on Saturday, July 25, at 11:00 a.m., 5th and Hanover Streets, regarding the city's Hall of Honor.

Mr. Hord asked if the board would be taking the same measures when opposing the cuts to library funding regarding the proposed cuts to the Department of Job & Family Services. Mr. Probst advised the Commissioners have already passed a resolution in the past few weeks asking and encouraging the State of Ohio to not go through with the cuts to our local libraries, park districts, cities and villages. He further noted Dwayne Pielech, Director of BCDJFS and members of his staff have been making numerous trips to Columbus in an effort to fight so that some of the cuts won't be so severe as what is anticipated for social services. Mr. Probst added, "We can't cut services to the people that need it the most."

Mr. Hord wanted to know the status of the renovations for the former Habilitation Center or if those plans were on hold. Mr. Probst noted it is not on hold, but still in the discussion phase. One issue is that we were waiting for the state budget to come out. It is progressing with the architect. We are weighing our options and feel we can save a substantial amount in rent payments by moving DJFS offices there and place other county offices in their building. The board is waiting to see what the estimated price will be when those figures come in.

Pease Township Trustee Mike Bianconi asked if any infrastructure monies were going to be moved to help put bridges in his township now that the load limits have been reduced on 5 Pease Township bridges. Mr. Probst asked him if he spoke with Engineer Fred Bennett. Mr. Bianconi said yes, but it was a matter of money. Mr. Coffland advised that 10 bridges are being worked on in the county.

Mr. Bianconi also questioned if there were plans on moving the Title Office to alleviate paying rent. Mr. Probst advised that is being worked on along with the Board of Elections and a few others.

A resident asked if there were any meetings set up for Powhatan. Mr. Coffland stated a meeting was held yesterday in Powhatan with York Township and Powhatan Water, that included Mark Esposito and Kelly Porter of the Belmont Co. Sanitary Sewer District, to share information. Mr. Coffland stated after bids are opened today they will be in a better position to discuss prices with the residents.

**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: June 10, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT
FOR NICOLOZAKES CAFÉ, WHEELING
TOWNSHIP, FAIRPOINT, OH**

Motion made by Mrs. Favede, seconded by Mr. Probst to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of Liquor Permit Number 1149450, Permit Classes D1, D2, D3 and D3A for Michael L. Butler and Maria Hamilton, DBA Nicolozakes Café, 71179 Main St., 1st and 2nd Floors, Wheeling Twp., Fairpoint, OH 43927.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE
PARTICIPATION AGREEMENT REGARDING
THE EMPLOYMENT VERIFICATION SERVICES
OF CONSUMERS WITH CCAO SERVICE CORP.
ON BEHALF OF BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into the **Participation Agreement Regarding the Employment Verification Services of Consumers with County Commissioners Association of Ohio Service Corporation**, on behalf of Belmont County Department of Job and Family Services, effective July 1, 2009 through June 30, 2010, to allow the Belmont County Child Support Enforcement Agency to access wage and salary information regarding absent parents owing Child Support payments.

Note: *There is a \$3.00 per hit computer charge and federal funds should provide the bulk of the cost of this service.*

**PARTICIPATION AGREEMENT REGARDING THE
EMPLOYMENT VERIFICATION SERVICES OF CONSUMERS
OF THE
County Commissioners Association of Ohio SERVICE CORPORATION**

This Participation Agreement regarding the employment verification services of consumers of the CCAO Service Corporation (“CCAOSC”) is entered into as of July 1st, 2009, among the CCAO Service Corporation, an Ohio for profit corporation and the County Family Services Agency of Belmont County, Ohio, an entity under the auspices of the political subdivision of the State of Ohio (“Participant”). The Ohio CSEA Directors’ Association (“Manager”) will be the administrator of the contract on behalf of CCAOSC and the Participants.

Recitals

- A. CCAOSC wishes to continue assisting Ohio counties which are members of the County Commissioners Association of Ohio and which chooses to participate either for themselves or on behalf of boards, agencies, districts or other instrumentalities which are affiliated with them in securing competitively priced employment verification services under contractual terms favorable to participants.
- B. CCAOSC wishes to avail itself of the expertise of the Ohio CSEA Directors’ Association (“OCDA”) in administering the Program.
- C. CCAOSC and the Participants agree that it is necessary and desirable that this Agreement be entered into in order to provide a program that is necessary to provide family services to consumers at a reduced price as a statewide opportunity.

NOW, THEREFORE, it is agreed by and among CCAOSC, the participant and the manager by their authorized representatives, that:

SECTION 1. DEFINITIONS

“Agreement” means this participation agreement as the same may be amended, modified or supplemented in accordance with Section 7 hereof.

“Manager” means the Ohio CSEA Directors’ Association which will be doing all of the Administrative activities for managing the contract.

“Participant” means those Ohio counties which are members of the County Commissioners Association of Ohio and/or their boards, agencies, districts or other instrumentalities of which the Participant is one, that are participating in the program. The Participants for this agreement may be the County Job & Family Services Agency, The County Child Support Enforcement Agency or the Children’s Services Agency. The Agencies must also be members of OCDA which is managing the contract either through a full membership for county family services agencies that include the child support enforcement agency or an associate membership for family services agencies that do not contain the child support enforcement agency.

“Program Administrative Costs” means all reasonable administrative costs incurred by the Manager of the agreement. The administrative costs will be assessed at 10 cents per transaction. The administrative costs will be monitored during the year and adjusted accordingly on an annual basis.

“Program Term” means the period commencing July 1, 2009 and ending on June 30, 2010 subject to annual renewal thereafter for one additional year.

SECTION 2. Requirements of utilizing the membership agreement with TALX

- A.** The Universal Membership Agreement is incorporated by reference. The Participants agree to comply with all components contained within the Membership Agreement. Copy attached.
- B.** There will be a small county user group developed to do ongoing monitoring of the services provided under the contract by both TALX and OCDA in administering the contract.
- C.** Participants may, at times, be requested to monitor their contract usage and billing statements to verify proper usage under the agreement and also to verify proper billing.
- D.** OCDA will issue billing invoices within 10 days of receipt of the invoice from TALX. The invoices will be individualized to each County agency utilizing the service. The County Agency will be responsible for payment within 30 days of receipt of the invoice. Please refer to Schedule A of the Universal Membership Agreement.
- E.** If Participants determine they do not wish to utilize the agreement, maintain their membership in CCAO or OCDA or that their usage will be reduced by over 10% for the following year, they must notify OCDA by April 30, 2010.

SECTION 3. AMENDMENTS. This Agreement may be modified, amended or supplemented in any respect not prohibited by law, upon approval of the modification, amendment or supplement on behalf of CCAOSC by over 2/3 of the participants of the agreement.

SECTION 4. MISCELLANEOUS. This agreement shall be construed under the laws of the State of Ohio. If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, the Participant, and OCDA pursuant to the duly adopted authorizing resolutions of their governing boards have signed this agreement.

CCAO SERVICE CORPORATION

By: _____

July 15, 2009

209 East State Street
Columbus, Ohio 43215

COUNTY OF Belmont

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

Date of Adoption of Approving Board Resolution _____

Address: 101 W. Main St., St. Clairsville, OH 43950

Telecopy Number: 740-699-2156

Participating Agency

JFS

By: Dwayne Pielech per Tom King /s/

Address: 310 Fox Shannon Place, St. Clairsville, OH 43950

CSEA

By: Dwayne Pielech per Tom King /s/

Address: 310 Fox Shannon Place, St. Clairsville, OH 43950

CSB

By: _____

Address: _____

OCDA

By: _____

37 W. Broad Street, Suite 840

Columbus, Ohio 43215

Approved as to form:

David K. Liberati /s/ (Assistant)

County (Assistant) Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING AND SUBMITTAL
OF THE NOTICE TO PROCEED TO CENTRAL PAINTING
AND SANDBLASTING, INC., FOR THE BCSSD KOLTAS AND
LANSING WATER STORAGE TANKS RECOATING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the Notice to Proceed to Central Painting and Sandblasting, Inc., 8543 Riverland Ave. S.W., Navarre, Ohio 44662, for the Belmont County Sanitary Sewer District Contract No. 1-Koltas and Lansing Water Storage Tanks Recoating Project.

Note: All Work of this Project shall be completed on or before October 15, 2009.

NOTICE TO PROCEED

To: Central Painting & Sandblasting, Inc.
8543 Riverland Ave., S.W.
Navarre, Ohio 44662

Date: July 15, 2009
Project: Contract No. 1 – Koltas and Lansing
Water Storage Tanks Recoating

You are hereby notified to commence work in accordance with the Agreement dated June 24, 2009. Work on this Project shall begin in accordance with the requirements of the Notice to Proceed **All Work of this Project shall be completed on, or before October 15, 2009, regardless of dates selected by the Contractor.**

Belmont County Commission

Owner

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

Acceptance of Notice

Receipt of the above Notice to Proceed
is hereby acknowledged by
Central Painting & Sandblasting, Inc.
this the _____ day _____,
By: _____
Title: _____

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE OHIO PUBLIC WORKS
COMMISSION PROJECT AGREEMENT/ENGINEER
BEL-4-22.91 SLIP REPAIR PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commission President Charles R. Probst, Jr. to sign and submit the Ohio Public Works Commission (OPWC) Local Transportation Improvement grant agreement, on behalf of the Belmont County Engineer, in the amount of Four Hundred Sixty-Nine Thousand, Eighty-eight dollars (\$469,088.00), effective July 1, 2009, as follows:

- Grant Number: CRU21
- Project Name: BEL-4-22.91 Slip Repair
- Project Location: Slip is located on CR 4 (Colerain-Martins Ferry Road) 1.24 miles east of US 250

**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, 2009** 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 West Main Street, St. Clairsville, Ohio 43950**, in respect of the project named **BEL-4-22.91 Slip Repair**, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed **Four Hundred Sixty-Nine, Eighty-Eight Dollars (\$469,088)** 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. **CRU21**

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 153.63 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 for the 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 #**CRU21** as of the date first written above.

RECIPIENT
Charles R. Probst, Jr. /s/
Belmont County Commissioners
101 W. Main St.
St. Clairsville, OH 43950
City, State & Zip Code
Kathy Marino /s/ Assistant Clerk
WITNESS

GRANTOR
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 Killen /s/
WITNESS

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENGINEER PROJECT
09-7 BEL-WAS-103.2.67 BRIDGE REPLACEMENT
PROJECT (CRABAPPLE ROAD)

Motion made by Mrs. Favede (*no second made at this time until Mr. Probst reviews bid*) to award the bid for Belmont County Engineer Project 09-7 BEL-WAS-103.2.67 Bridge Replacement Project (Crabapple Road), to the low bidder, Sheldon Gantt, Inc., in the amount of \$198,900.00 based upon the recommendation of Fred Bennett, County Engineer.

Note: Funding Source is 74% OPWC and 26% MVGT funds.

Motion died for lack of a second. Commissioner Probst requested more time to review the bids.

IN THE MATTER OF ENTERING CONTRACT WITH
CARR CONCRETE CORP./ENGINEER PROJECT 09-5 SUPPLY
AND DELIVER PRE-CAST PRE-STRESSED CONCRETE BOX

BEAMS FOR THE BRIDGE ON CRESCENT-PLEASANT GROVE ROAD

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into contract with Carr Concrete Corporation, on behalf of the Belmont County Engineer, in the amount of \$32,909.00, for Project 09-5 SUPPLY AND DELIVER PRE-CAST PRE-STRESSED CONCRETE BOX BEAMS for the bridge on Crescent-Pleasant Grove Road, based upon the recommendation of Fred Bennett, County Engineer.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 09-5 SUPPLY AND DELIVER PRE-CAST PRE-STRESSED CONCRETE BOX BEAMS
BEL-5-27.75 (Crescent-Pleasant Grove Road)
BELMONT COUNTY, OHIO**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 15TH day of July, 2009 between **CARR CONCRETE CORPORATION**, P.O. Box 265, Waverly, West Virginia 26184 and Charles Probst, Jr., Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said **CARR CONCRETE CORPORATION** hereby agrees to furnish all service, labor, material and equipment necessary to supply and deliver bridge beams and appurtenances on said bridge in accordance with plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All material shall be approved by the County Engineer.

APPROX. QUAN.	ITEM	DESCRIPTION	TOTAL AMOUNT BID
LUMP SUM	515	FURNISH AND DELIVERY OF PRE-CAST PRE-STRESSED BOX BEAMS TO THE WORK SITE BEL-5-27.75	\$32,909.00
TOTAL			\$32,909.00

And it is further understood and agreed upon by the parties above; that all the materials used shall be of the best kinds usually used for such purposes. That said **CARR CONCRETE CORPORATION** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

CARR CONCRETE CORPORATION

Matt Coffland /s/

BY: R. Burr Stanley /s/

Charles R. Probst, Jr. /s/

Ginny Favede /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RE-APPOINTMENTS TO THE
BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following re-appointments to the Belmont County Local Emergency Planning Committee (LEPC) pursuant to Ohio Revised Code Section 3705.03 for a two-year term commencing August 15, 2009 and hereby authorize the submittal of the applications for these appointment to the Ohio EPA/SERC (State Emergency Response Committee) for approval:

BELMONT COUNTY LEPC ROSTER: TERM 8-15-09 to 8-15-11

ELECTED OFFICIALS:

Charles R. Probst, Jr. Belmont County Commissioner
Roger Weaver Pease Township Trustee

LAW ENFORCEMENT:

Fred Thompson Belmont County Sheriff's Office
Lt. Roger Norris Ohio Highway Patrol
Tim Zdanski Bethesda Police Department

FIRE FIGHTING:

Robert Smith Barnesville Fire Department
Michael Smolenak Barton Fire Department

FIRST AID:

*Penny Howard American Red Cross, Disaster Director

HEALTH:

James King Belmont County Health Department

LOCAL ENVIRONMENT:

Robert Sproul Belmont County Health Department

HOSPITAL:

Allen Bradley Simms East Ohio Regional Hospital & EMSTAR

EMERGENCY MANAGEMENT:

Dave Ivan Director, Belmont County EMA
Becky Horne Exec. Administrative Asst., Belmont County EMA

TRANSPORTATION:

Fred F. Bennett Engineer, Belmont County
David Schafer Superintendent, Ohio Dept. of Transportation

MEDIA:

Ed Polli Print, The Times-Leader

INDUSTRY:

Joseph Redinger Ohio Valley Chemical
Michele Kahl Safety, First Energy - R.E. Burger Plant
Michael Bianconi Wheeling-Pittsburgh Steel Corporation

AUDITOR FINANCIAL EXPERTISE:

Andrew L. Sutak Belmont County Deputy Auditor

COMMUNITY GROUPS:

Norman Russell Amateur Radio
Rose Grear Barnesville Kiwanis Club
Gary Obloy Belmont County Community Action Commission
David Demarest Clergy
John A. Regis, Jr. Belmont County Dept. of Job & Family Services

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING PURCHASE
OF PROPERTY FOR THE NEFFS MITIGATION PROJECT**

Peterman Plumbing and Heating, Inc. X \$ 66,700.00 PLUMBING
 525 West 15th St., PO Box 278
 Dover, OH 44622

Note: Commissioner Probst advised that the bids from Kucera Plumbing, Heating and Cooling, LLC, were in an envelope that was clasped closed, but NOT sealed. He proceeded to open their bid, but stated he would get a Prosecutor's opinion on this situation.

Present for the bid opening were Dana Brooks of M&G Architects & Engineers, Inc.; Eric Ayres of The Times Leader; Al Molnar of The Intelligencer, and various representatives of all bidding companies.

Motion made by Mrs. Favede, seconded by Mr. Probst to turn over all bids received for the new Belmont County Eastern Division Court Building Project to Dana Brooks, M&G Architects & Engineers, Inc., for review and recommendation.

Upon roll call the vote was as follows:

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

BREAK 11:45 A.M.

**IN THE MATTER OF BID OPENING FOR THE
 MT. VICTORY WATERLINE EXTENSION PROJECT**

This being the day and 11:15 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Mt. Victory Waterline Extension Project, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Dave Sugar Excavating, LLC PO Box 459 New Middletown, OH 44442	X	\$ 1,493,751.00 197,600.00 (Alternate A) 108,644.00 (Alternate B)
Little Creek Construction, Inc. 47 Tolliver Road Greenup, KY 41144	X	\$ 1,362,198.00 141,817.50 (Alternate A) 75,813.50 (Alternate B)
Nicolozakes Trucking & Construction, Inc. 8555 Georgetown Road, PO Box 670 Cambridge, OH 43725	X	\$ 1,465,042.66 160,156.00 (Alternate A) 99,611.88 (Alternate B)
Litman Excavating, Inc. 502 North State Route 2 New Martinsville, WV 26155	X	\$ 1,634,494.30 160,122.50 (Alternate A) 92,929.50 (Alternate B)
Stonegate Construction 1378 Way Road Belpre, OH 45714	X	\$ 1,507,285.00 195,092.00 (Alternate A) 104,152.00 (Alternate B)
The James White Construction Co. 4156 Freedom Way Weirton, WV 26062	X	\$ 1,792,970.00 212,955.00 (Alternate A) 99,937.00 (Alternate B)
Ohio-West Virginia Excavating Co. PO Box 128 Powhatan Point, OH 43942	X	\$ 1,248,425.80 139,631.25 (Alternate A) 75,422.25 (Alternate B)
Marucci & Gaffney Excavating Co. 18 Hogue Street Youngstown, OH 44502	X	\$ 1,884,122.50 280,735.00 (Alternate A) 147,753.00 (Alternate B)

Present for the bid opening were Mark Esposito, Director, Kelly Porter, Project Manager, of the Belmont Co. Sanitary Sewer District; Eric Ayres of The Times Leader; Al Molnar of The Intelligencer; and various representatives of all bidding companies.

Motion made by Mrs. Favede, seconded by Mr. Probst to turn over all bids received for the Mt. Victory Waterline Extension Project to Mark Esposito, Director of Belmont County Sanitary Sewer District and Tom Powell, Hammontree & Associates, Limited, for review and recommendation.

Upon roll call the vote was as follows:

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

****It was noted at this time that during the prior bid opening for the New Eastern Division Court Project that Mr. Probst failed to read the "Combined Bid Amount" for Walters Construction, Inc., for the New Eastern Division Court Project. He read that amount at this time - \$1,157,050.00 and the same was entered into record.**

11:30 Belmont County Budget Hearing for Fiscal Year 2010

DISCUSSION HELD – Commissioner Probst stated that the Auditor's Office had received good news this morning regarding our Moody's Rating and asked Auditor Joseph Pappano to elaborate. Mr. Pappano deferred to Deputy Auditor Andy Sutak who advised that he recently traveled to Chicago to meet with representatives of Moody's, and since Engineer Fred Bennett is going to be borrowing some monies, we rolled it into a bond issue because rates were very good. After they reviewed information supplied by the county, a rating of A-3 was again received. This can result in the savings of hundreds of thousands of dollars over the term life of the issue if you can get this higher rating. Mr. Pappano noted the bid openings held today could be impacted by that. He also understands there might be another stimulus package coming along. Mr. Pappano thanked his staff, including Andy Sutak and Roger Conroy, and stated we may be the only county in the State of Ohio with this rating. Mr. Probst congratulated the Auditor and his staff on the great job they have done and for the spirit of cooperation. Mr. Pappano also credited Port Authority Director Larry Merry for playing a part in this rating due to the new industrial park he is setting up in Barnesville. Mr. Sutak stated the renovations at the R.E. Burger Plant also made a big impression on those involved in the Moody's Rating.

Commissioner Favede read part of a letter received from Moody's Investors Service in which they "estimate Belmont County will continue to experience moderate tax rate growth due to the availability of land for new development in the western portion of the county as well as favorable access to Interstate 70, a well-traveled route that has traditionally supported retail development within the county."

Fiscal Manager Cindi Henry gave her report as follows:

2010 Departmental Budget requests for the General Fund total: **\$21,112,782.53.**

This is a **\$3,825,066.73** decrease from last year's (2009) requests.

Total estimated receipts and balance for 2009 - **\$16,400,000.00**

Total estimated receipts and balance for 2010 - **\$16,050,000.00**

This is a **\$350,000.00** anticipated decrease in revenue from last 2009.

- **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 \$533,726.26 for the jail bond issue and note payments due in 2010; \$83,095.00 for the County Building Eastern Division Court Bond Note; \$112,046.26 for the Satellite Building Bond.

Commissioner Coffland thanked those office holders and their representatives, who had been invited to today’s meeting, for having stayed within their budgets. He stated the only way Belmont County is going to make it, is if departments stay within their budgets. Commissioner Favede noted there has been a great effort on behalf of all the departments to stay within their budget. The majority of the departments have done that successfully. When commenting that a few departments are over budget, she wanted to note that is not by blame or that department’s choice. Those over budget include: Common Pleas, Highway Department, Treasurer, Veterans, Public Defender, Board of Elections and Chest Clinic. The shortages that we are anticipating total only \$128,000.00. She stated some of the salary shortages were in 2008 and carried over into 2009, with the exception of the Highway Department which is a result of the ’08 shortages and annual union negotiated raises. With regard to the Sheriff’s Department, Mrs. Favede stated we have made additional appropriations to them at this point of approximately \$199,100.00. That takes the Sheriff’s total appropriations to roughly \$2.4 million. In looking at the percentage of cuts from the beginning of the year, we are now looking at the Sheriff’s Department receiving a total of a 27.5% cut from last year’s appropriations. The increase in additional appropriations has reduced the Sheriff’s overall cut to 27.5% and not the figure of 36% that continues to be reiterated in the newspaper. Mr. Coffland stated that by the end of the year the Sheriff should probably be at the 20% mark that all departments were cut. Mrs. Favede stated the board will continue to work with the Sheriff to get through the end of the year. Mr. Coffland thanked the Sheriff for what he had to do, knowing it wasn’t easy cutting his manpower and he hated to see anyone lose their job. Mr. Coffland stated he understood the video arraignments were working well. This statement received affirmation by the Sheriff, Charlene Baker of Eastern Division Court and Jenn Shunk of Juvenile Court. This reduces transportation costs and works as a security measure.

IN THE MATTER OF COMMISSIONERS’ ANNUAL BUDGET FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2010

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and hereby submit the Belmont County Board of Commissioners’ Annual Budget for fiscal year commencing January 1, 2010 for consideration by the County Budget Commission.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER PROJECT 09-7 BEL-WAS-103.2.67 BRIDGE REPLACEMENT PROJECT (CRABAPPLE ROAD)

Motion made by Mrs. Favede, seconded by Mr. Probst to award the bid for Belmont County Engineer Project 09-7 BEL-WAS-103.2.67 Bridge Replacement Project (Crabapple Road), to the low bidder, Sheldon Gantt, Inc., in the amount of \$198,900.00 based upon the recommendation of Fred Bennett, County Engineer.

Note: Funding Source is 74% OPWC and 26% MVGT funds.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$545,000 OF BONDS FOR THE PURPOSE OF PAYING PART OF THE COST OF CONSTRUCTING GARAGES FOR USE BY THE COUNTY ENGINEER, AND MATTERS RELATED TO SUCH BONDS

ENTERED IN COMMISSIONER’S JOURNAL
NO. 90 PAGE NO. _____

The Board of County Commissioners of Belmont County, Ohio, met in regular session at 10:00 o’clock a.m. on July 15, 2009, at the commissioners meeting room located in the Belmont County Courthouse, St. Clairsville, Ohio with the following members present:

Charles R. Probst, Jr. Ginny Favede Matt Coffland

Mrs. Favede moved the adoption of the following resolution:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$545,000 OF BONDS FOR THE PURPOSE OF PAYING PART OF THE COST OF CONSTRUCTING GARAGES FOR USE BY THE COUNTY ENGINEER, AND MATTERS RELATED TO SUCH BONDS.

WHEREAS, this Board of County Commissioners (sometimes referred to herein as the “Board”) of the County of Belmont, Ohio (the "County") has heretofore determined the necessity of constructing garages for use by the County engineer (collectively, the “Project”); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty (30) years; and

WHEREAS, notes heretofore issued in the amount of \$480,000 (the "Prior Notes") to finance part of the cost of the Project are about to mature; and

WHEREAS, this Board anticipates that debt service on such bonds will be paid from moneys to be distributed to the County pursuant to Chapter 5735 of the Ohio Revised Code (the “Revenues”);

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

SECTION 1. That it is necessary to issue and sell bonds of the County in the principal sum of not to exceed \$545,000 (the “Bonds”) for the purpose of paying part of the cost of the Project by retiring the Prior Notes and paying “financing costs,” as defined in Section 133.01 of the Ohio Revised Code, related to the issuance of the Bonds and the retiring of the Prior Notes, under authority of and pursuant to the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Bonds shall be issued and sold on a consolidated basis with other bonds of the County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board on this date, the terms of which are incorporated herein by reference; such consolidated bond issue is to be designated “Various Purpose Bonds, Series 2009” and is sometimes referred to herein as the “Consolidated Bond Issue”.

SECTION 2. That the Bonds shall (i) be issued in a principal amount not to exceed the amount set forth above, for the purpose aforesaid, (ii) be dated, (iii) be of denominations, provided that each Bond shall be of a single maturity, (iv) mature or be subject to mandatory sinking fund redemption on dates and in amounts, provided that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable (whether due to maturity or mandatory sinking fund redemption) shall be not more than three times the amount of

such payments in any other fiscal year, and provided further that the final maturity of the Bonds shall be not later than December 1, 2029 or the latest maturity date permitted by law, and (v) bear interest payable semiannually on dates and at a rate or rates per annum, provided that the net interest cost payable by the County over the life of the Bonds shall not exceed six percent (6%) per annum, all as determined by the County Auditor without further action of this Board in a certificate of award (the "Certificate of Award") which determinations shall be conclusive.

The Bonds shall be subject to redemption prior to maturity at the option of the County upon such terms, at such times (but the first optional redemption date shall be not later than December 1, 2019) and at such price or prices (but in any case, not greater than 102% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date), as may be determined by the County Auditor in the Certificate of Award without further action of this Board.

If fewer than all of the outstanding Bonds of a single maturity are called for redemption, the selection of Bonds to be redeemed, or portions thereof in amounts equal to the minimum authorized denomination of the Bonds (the "Minimum Authorized Denomination") or any integral multiple thereof, shall be made by lot by the Paying Agent and Registrar (as hereinafter defined) in any manner which the Paying Agent and Registrar may determine. In the case of a partial redemption of Bonds when Bonds of denominations greater than the Minimum Authorized Denomination are then outstanding, each Minimum Authorized Denomination unit of face value of principal thereof shall be treated as though it were a separate Bond of the denomination equal to the Minimum Authorized Denomination. If one or more, but not all, of such units of face value represented by a Bond are to be called for redemption, then upon notice of redemption of a Minimum Authorized Denomination unit or units, the registered holder of that Bond shall surrender the Bond to the Paying Agent and Registrar (a) for payment of the redemption price for the Minimum Authorized Denomination unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered holder thereof, of a new Bond or Bonds of the same series, of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

The notice of call for redemption of Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Paying Agent and Registrar on behalf of the County by mailing a copy of the redemption notice by certified mail, return receipt requested, at least 30 days prior to the date fixed for redemption, to the registered holder of each Bond subject to redemption in whole or in part at such registered holder's address shown on the Bond registration records on the fifteenth day preceding that mailing. Failure to receive notice by mailing or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond. Notice having been mailed in the manner provided above, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date and on such redemption date, interest on such Bonds or portions thereof so called shall cease to accrue; and upon presentation and surrender of such Bonds or portions thereof at the place or places specified in that notice, such Bonds or portions thereof shall be paid at the redemption price, including interest accrued to the redemption date.

Pending preparation of definitive Bonds, any Bonds may be initially delivered in temporary form exchangeable for definitive Bonds when such definitive Bonds are ready for delivery. The temporary Bonds may be printed, lithographed or typewritten and may contain such reference to any of the provisions of this resolution as may be appropriate. Every temporary Bond shall be executed by the Paying Agent and Registrar upon the same conditions and in substantially the same manner as definitive Bonds. If the Paying Agent and Registrar delivers temporary Bonds, it shall execute and furnish definitive Bonds at the earliest practicable time, and thereupon, the temporary Bonds shall be surrendered for cancellation at the principal office of the Paying Agent and Registrar, and the Paying Agent and Registrar shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this resolution as definitive Bonds delivered pursuant hereto.

The Bonds shall be designated "County Engineer Buildings Bonds, Series 2009".

It is hereby determined by this Board that the issuance of the Bonds provided herein, including without limitation, the redemption provisions set forth above, are in the best interests of the County.

SECTION 3. That the Bonds shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of this resolution. The Bonds shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board and of the County Auditor, provided that any or all such signatures may be facsimile signatures, and shall bear the manual authenticating signature of an authorized representative of a bank or trust company designated by the County Auditor in the Certificate of Award without further action of this Board to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Bonds. The principal amount of each Bond shall be payable at the principal office of the Paying Agent and the Registrar and interest thereon shall be made on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 interest, respectively) on the Bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

The Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Bond during the 15-day period preceding any interest payment date or preceding any selection of Bonds to be redeemed, or after such Bond has been selected for partial or complete redemption, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Bonds as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That for the payment of the Bonds and the interest thereon, the full faith, credit, and revenue of the County are hereby irrevocably pledged, and for the purpose of providing the necessary funds to pay the interest on the Bonds promptly when and as the same falls due, and also to provide a fund sufficient to discharge the Bonds at maturity or upon mandatory sinking fund redemption, there shall be and is hereby levied on all the taxable property in the County within applicable limitations, in addition to all other taxes, a direct tax annually during the period the Bonds are to run in an amount sufficient to provide funds to pay interest upon the Bonds as and when the same falls due and also to provide a fund for the discharge of the principal of the Bonds at maturity or upon mandatory sinking fund redemption, which tax shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Constitution of Ohio.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended or collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The Revenues to be applied to debt service on the Bonds and the funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the interest on and the principal of the Bonds when and as the same shall fall due; provided, that in each year to the extent that the Revenues or moneys from other sources are available for the payment of debt service on the Bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of the Revenues or such moneys so available and appropriated.

The County hereby covenants to appropriate from the Revenues a sufficient amount to cover debt charges on and financing costs relating to the Bonds as they become due. The Revenues to be applied to debt service on the Bonds and the funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and shall be and hereby are irrevocably pledged for the payment of the interest on and principal of the Bonds when and as the same fall due.

SECTION 5. That the Bonds shall be sold on a consolidated basis as described herein to Fifth Third Securities, Inc. (the "Purchaser") at not less than 97% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board in the Certificate of Award pursuant to the Purchaser's offer to purchase which either of such officers is hereby

authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Bonds (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Bonds to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Bonds pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Bonds, except as any premium and accrued interest received, shall be deposited in an appropriate fund and used for the purpose aforesaid and for no other purpose and for which purpose such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Bonds in the manner provided by law.

SECTION 6. That this Board hereby covenants that it will restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder, including any expenditure requirements, investment limitations or rebate requirements. Without limiting the generality of the foregoing, this Board represents and covenants that not more than 10% of the improvements financed with the proceeds of the Bonds shall be used directly or indirectly in the trade or business of any person that is not an "exempt person" within the meaning of the Code. The County Auditor or any other officer having responsibility with respect to the issuance of the Bonds is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

The Bonds are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and not already deemed so designated. This Board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$30,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 7. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Consolidated Bond Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 8. That the members of this Board, the County Auditor or any other officer, employee or agent of the County, are each hereby separately authorized, alone or with others to apply for a municipal bond insurance policy with respect to the Bonds, and accept a commitment therefor, if the Purchaser should recommend the same, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the premium and expenses relating to any such insurance policy from the proceeds of the Bonds is hereby authorized if the County Auditor determines in the Certificate of Award that the present value of the interest cost savings on the Bonds resulting from the insurance policy is greater than the premium to be charged for the insurance policy, which determination shall be conclusive.

SECTION 9. That the members of this Board, the County Auditor, or any other officer, employee or agent of the County, are each hereby separately authorized, alone or with others to apply for a rating from one or more national rating services with respect to the Bonds, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the fees and expenses relating to any such rating from the proceeds of the Bonds is hereby authorized.

SECTION 10. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Bonds and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That the Clerk of this Board is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 12. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 13. That this resolution shall take effect immediately upon its adoption.

Mr. Probst seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Ayes: Mrs. Favede Mr. Probst Mr. Coffland

Nays:

ADOPTED: this 15th day of July, 2009.

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

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING
THE ISSUANCE OF NOT TO EXCEED \$1,660,000 OF BONDS FOR
THE PURPOSE OF PAYING PART OF THE COST OF CONSTRUCTING,
RECONSTRUCTING AND RENOVATING BRIDGES AND RELATED
ROADWAYS AND RETAINING WALLS IN THE COUNTY,
AND MATTERS RELATED TO SUCH BONDS.**

ENTERED IN COMMISSIONER'S JOURNAL

NO. 90 PAGE NO. _____

The Board of County Commissioners of Belmont County, Ohio, met in regular session at 10:00 o'clock a.m. on July 15, 2009, at the commissioners meeting room located in the Belmont County Courthouse, St. Clairsville, Ohio with the following members present:

Charles R. Probst, Jr. Ginny Favede Matt Coffland

_____ moved the adoption of the following resolution:

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$1,660,000 OF BONDS FOR THE PURPOSE OF PAYING PART OF THE COST OF CONSTRUCTING, RECONSTRUCTING AND RENOVATING BRIDGES AND RELATED ROADWAYS AND RETAINING WALLS IN THE COUNTY, AND MATTERS RELATED TO SUCH BONDS.

WHEREAS, this Board of County Commissioners (sometimes referred to herein as the "Board") of the County of Belmont, Ohio (the "County") has heretofore determined the necessity of constructing, reconstructing and renovating bridges and related roadways and retaining walls in the County (collectively, the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty (20) years; and

WHEREAS, this Board anticipates that debt service on such bonds will be paid from moneys to be distributed to the County pursuant to Chapters 4501, 4503, 4504 or 5735 of the Ohio Revised Code (the "Revenues");

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

SECTION 1. That it is necessary to issue and sell bonds of the County in the principal sum of not to exceed \$1,660,000 (the "Bonds") for the purpose of paying part of the cost of the Project and paying "financing costs," as defined in Section 133.01 of the Ohio Revised Code, related to the issuance of the Bonds, under authority of and pursuant to the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Bonds shall be issued and sold on a consolidated basis with other bonds of the County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board on this date, the terms of which are incorporated herein by reference; such consolidated bond issue is to be designated "Various Purpose Bonds, Series 2009" and is sometimes referred to herein as the "Consolidated Bond Issue".

SECTION 2. That the Bonds shall (i) be issued in a principal amount not to exceed the amount set forth above, for the purpose aforesaid, (ii) be dated, (iii) be of denominations, provided that each Bond shall be of a single maturity, (iv) mature or be subject to mandatory sinking fund redemption on dates and in amounts, provided that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable (whether due to maturity or mandatory sinking fund redemption) shall be not more than three times the amount of such payments in any other fiscal year, and provided further that the final maturity of the Bonds shall be not later than December 1, 2029 or the latest maturity date permitted by law, and (v) bear interest payable semiannually on dates and at a rate or rates per annum, provided that the net interest cost payable by the County over the life of the Bonds shall not exceed six percent (6%) per annum, all as determined by the County Auditor without further action of this Board in a certificate of award (the "Certificate of Award") which determinations shall be conclusive.

The Bonds shall be subject to redemption prior to maturity at the option of the County upon such terms, at such times (but the first optional redemption date shall be not later than December 1, 2019) and at such price or prices (but in any case, not greater than 102% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date), as may be determined by the County Auditor in the Certificate of Award without further action of this Board.

If fewer than all of the outstanding Bonds of a single maturity are called for redemption, the selection of Bonds to be redeemed, or portions thereof in amounts equal to the minimum authorized denomination of the Bonds (the "Minimum Authorized Denomination") or any integral multiple thereof, shall be made by lot by the Paying Agent and Registrar (as hereinafter defined) in any manner which the Paying Agent and Registrar may determine. In the case of a partial redemption of Bonds when Bonds of denominations greater than the Minimum Authorized Denomination are then outstanding, each Minimum Authorized Denomination unit of face value of principal thereof shall be treated as though it were a separate Bond of the denomination equal to the Minimum Authorized Denomination. If one or more, but not all, of such units of face value represented by a Bond are to be called for redemption, then upon notice of redemption of a Minimum Authorized Denomination unit or units, the registered holder of that Bond shall surrender the Bond to the Paying Agent and Registrar (a) for payment of the redemption price for the Minimum Authorized Denomination unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered holder thereof, of a new Bond or Bonds of the same series, of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

The notice of call for redemption of Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Paying Agent and Registrar on behalf of the County by mailing a copy of the redemption notice by certified mail, return receipt requested, at least 30 days prior to the date fixed for redemption, to the registered holder of each Bond subject to redemption in whole or in part at such registered holder's address shown on the Bond registration records on the fifteenth day preceding that mailing. Failure to receive notice by mailing or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond. Notice having been mailed in the manner provided above, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date and on such redemption date, interest on such Bonds or portions thereof so called shall cease to accrue; and upon presentation and surrender of such Bonds or portions thereof at the place or places specified in that notice, such Bonds or portions thereof shall be paid at the redemption price, including interest accrued to the redemption date.

Pending preparation of definitive Bonds, any Bonds may be initially delivered in temporary form exchangeable for definitive Bonds when such definitive Bonds are ready for delivery. The temporary Bonds may be printed, lithographed or typewritten and may contain such reference to any of the provisions of this resolution as may be appropriate. Every temporary Bond shall be executed by the Paying Agent and Registrar upon the same conditions and in substantially the same manner as definitive Bonds. If the Paying Agent and Registrar delivers temporary Bonds, it shall execute and furnish definitive Bonds at the earliest practicable time, and thereupon, the temporary Bonds shall be surrendered for cancellation at the principal office of the Paying Agent and Registrar, and the Paying Agent and Registrar shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this resolution as definitive Bonds delivered pursuant hereto.

The Bonds shall be designated "County Bridge Bonds, Series 2009".

It is hereby determined by this Board that the issuance of the Bonds provided herein, including without limitation, the redemption provisions set forth above, are in the best interests of the County.

SECTION 3. That the Bonds shall express upon their faces the purpose for which they are issued and that they are issued in pursuance of this resolution. The Bonds shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board and of the County Auditor, provided that any or all such signatures may be facsimile signatures, and shall bear the manual authenticating signature of an authorized representative of a bank or trust company designated by the County Auditor in the Certificate of Award without further action of this Board to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Bonds. The principal amount of each Bond shall be payable at the principal office of the Paying Agent and the Registrar and interest thereon shall be made on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 interest, respectively) on the Bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

The Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Bond during the 15-day period preceding any interest payment date or preceding any selection of Bonds to be redeemed, or after such Bond has been selected for partial or complete redemption, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Bonds as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That for the payment of the Bonds and the interest thereon, the full faith, credit, and revenue of the County are hereby irrevocably pledged, and for the purpose of providing the necessary funds to pay the interest on the Bonds promptly when and as the same falls due, and also to provide a fund sufficient to discharge the Bonds at maturity or upon mandatory sinking fund redemption, there shall be and is hereby levied on all the taxable property in the County within applicable limitations, in addition to all other taxes, a direct tax annually during the period the Bonds are to run in an amount sufficient to provide funds to pay interest upon the Bonds as and when the same falls due and also

to provide a fund for the discharge of the principal of the Bonds at maturity or upon mandatory sinking fund redemption, which tax shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Constitution of Ohio.

Said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended or collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The Revenues to be applied to debt service on the Bonds and the funds derived from said tax levies hereby required shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the interest on and the principal of the Bonds when and as the same shall fall due; provided, that in each year to the extent that the Revenues or moneys from other sources are available for the payment of debt service on the Bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of the Revenues or such moneys so available and appropriated.

The County hereby covenants to appropriate from the Revenues a sufficient amount to cover debt charges on and financing costs relating to the Bonds as they become due. The Revenues to be applied to debt service on the Bonds and the funds derived from said tax levy hereby required shall be placed in a separate and distinct fund and shall be and hereby are irrevocably pledged for the payment of the interest on and principal of the Bonds when and as the same fall due.

SECTION 5. That the Bonds shall be sold on a consolidated basis as described herein to Fifth Third Securities, Inc. (the "Purchaser") at not less than 97% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board in the Certificate of Award pursuant to the Purchaser's offer to purchase which either of such officers is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Bonds (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Bonds to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Bonds pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Bonds, except as any premium and accrued interest received, shall be deposited in an appropriate fund and used for the purpose aforesaid and for no other purpose and for which purpose such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Bonds in the manner provided by law.

SECTION 6. That this Board hereby covenants that it will restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, as may be necessary after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder, including any expenditure requirements, investment limitations or rebate requirements. Without limiting the generality of the foregoing, this Board represents and covenants that not more than 10% of the improvements financed with the proceeds of the Bonds shall be used directly or indirectly in the trade or business of any person that is not an "exempt person" within the meaning of the Code. The County Auditor or any other officer having responsibility with respect to the issuance of the Bonds is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

The Bonds are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b)(3) of the Code and not already deemed so designated. This Board finds and determines that the reasonable anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the County during this calendar year does not and the board hereby covenants that, during such year, the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose will not exceed \$30,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during this calendar year and with respect to such other matters as appropriate under Section 265(b)(3).

SECTION 7. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds as a part of the Consolidated Bond Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 8. That the members of this Board, the County Auditor or any other officer, employee or agent of the County, are each hereby separately authorized, alone or with others to apply for a municipal bond insurance policy with respect to the Bonds, and accept a commitment therefor, if the Purchaser should recommend the same, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the premium and expenses relating to any such insurance policy from the proceeds of the Bonds is hereby authorized if the County Auditor determines in the Certificate of Award that the present value of the interest cost savings on the Bonds resulting from the insurance policy is greater than the premium to be charged for the insurance policy, which determination shall be conclusive.

SECTION 9. That the members of this Board, the County Auditor, or any other officer, employee or agent of the County, are each hereby separately authorized, alone or with others to apply for a rating from one or more national rating services with respect to the Bonds, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the fees and expenses relating to any such rating from the proceeds of the Bonds is hereby authorized.

SECTION 10. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Bonds and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That the Clerk of this Board is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 12. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 13. That this resolution shall take effect immediately upon its adoption.

Mr. Probst seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Ayes: Mrs. Favede Mr. Probst Mr. Coffland

Nays:

ADOPTED: this 15th day of July, 2009.

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

**IN THE MATTER OF ADOPTING RESOLUTION CONSOLIDATING
TWO BOND ISSUES OF THE COUNTY OF BELMONT, OHIO INTO
A CONSOLIDATED BOND ISSUE, AND ESTABLISHING THE TERMS
OF SUCH CONSOLIDATED BOND ISSUE**

ENTERED IN COMMISSIONER'S JOURNAL

NO. 90 PAGE NO. _____

The Board of County Commissioners of Belmont County, Ohio, met in regular session at 10:00 o'clock a.m. on July 15, 2009, at the commissioners meeting room located in the Belmont County Courthouse, St. Clairsville, Ohio with the following members present:

Charles R. Probst, Jr. Ginny Favede Matt Coffland

Mrs. Favede moved the adoption of the following resolution:

RESOLUTION NO. _____

RESOLUTION CONSOLIDATING TWO BOND ISSUES OF THE COUNTY OF BELMONT, OHIO INTO
A CONSOLIDATED BOND ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED
BOND ISSUE.

WHEREAS, this Board of County Commissioners (sometimes referred to herein as the "Board") of the County of Belmont, Ohio (the "County") has this date adopted two resolutions authorizing the following general obligation bond issues pursuant to Chapter 133 of the Ohio Revised Code for the purposes indicated: (1) not to exceed \$545,000 County Engineer Buildings Bonds, Series 2009 for the purpose of paying part of the cost of constructing garages for use by the County; and (2) not to exceed \$1,660,000 County Bridge Bonds, Series 2009 for the purpose of paying part of the cost of constructing, reconstructing and renovating bridges and related roadways and retaining walls in the County (such bond issues are collectively referred to as the "2009 Series Bonds"); and

WHEREAS, this Board desires to issue and sell the 2009 Series Bonds on a consolidated basis pursuant to Section 133.30(B) of the Ohio Revised Code and this resolution;

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

SECTION 1. That pursuant to the provisions of Section 133.30(B) of the Ohio Revised Code, the 2009 Series Bonds shall be consolidated into a single bond issue which shall be designated "Various Purpose Bonds, Series 2009" (such consolidated bonds are hereinafter referred to as the "Consolidated Bonds").

SECTION 2. That the Consolidated Bonds shall be issued under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Consolidated Bonds shall (i) be dated as of the same date as the 2009 Series Bonds included in the Consolidated Bonds, (ii) be in a principal amount equal to the sum of the aggregate principal amounts of such 2009 Series Bonds, (iii) be numbered from R-1 upwards in order of issuance, (iv) be of the denominations of \$5,000 and any integral multiple thereof, provided that each Consolidated Bond shall be of a single maturity, and provided further that one such Consolidated Bond of the first maturity may be of a different denomination as set forth in the Certificate of Award, as hereinafter defined, (v) mature or be subject to mandatory sinking fund redemption on each date such 2009 Series Bonds mature or are subject to mandatory sinking fund redemption in an amount for any given date equal to the sum of the maturity or mandatory sinking fund amounts for such 2009 Series Bonds for such date, and (vi) bear interest payable on each date interest on such 2009 Series Bonds is payable at a rate for each respective maturity equal to the rate of interest on such 2009 Series Bonds for such maturity.

The Consolidated Bonds shall be subject to optional redemption on each date the 2009 Series Bonds included in the Consolidated Bonds are subject to optional redemption in an amount for any given date equal to the sum of the amounts of such 2009 Series Bonds being redeemed on such date upon the same terms, at the same redemption prices, on the same dates and in the same manner as such 2009 Series Bonds.

If fewer than all of the outstanding Consolidated Bonds of a single maturity are called for redemption, the selection of Consolidated Bonds to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by lot by the Paying Agent and Registrar (as hereinafter defined) in any manner which the Paying Agent and Registrar may determine. In the case of a partial redemption of Consolidated Bonds when Consolidated Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of face value of principal thereof shall be treated as though it were a separate Consolidated Bond of the denomination of \$5,000. If one or more, but not all, of such \$5,000 units of face value represented by a Consolidated Bond are to be called for redemption, then upon notice of redemption of a \$5,000 unit or units, the registered holder of that Consolidated Bond shall surrender the Consolidated Bond to the Paying Agent and Registrar (a) for payment of the redemption price for the \$5,000 unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the registered holder thereof, of a new Consolidated Bond or Bonds of the same series, of any authorized denomination or denominations in an aggregate principal amount equal to the unmaturing and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Consolidated Bond surrendered.

The notice of call for redemption of Consolidated Bonds shall identify (i) by designation, letters, numbers or other distinguishing marks, the Consolidated Bonds or portions thereof to be redeemed, (ii) the redemption price to be paid, (iii) the date fixed for redemption, and (iv) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Paying Agent and Registrar on behalf of the County by mailing a copy of the redemption notice by certified mail, return receipt requested, at least 30 days prior to the date fixed for redemption, to the registered holder of each Consolidated Bond subject to redemption in whole or in part at such registered holder's address shown on the Consolidated Bond registration records on the fifteenth day preceding that mailing. Failure to receive notice by mailing or any defect in that notice regarding any Consolidated Bond, however, shall not affect the validity of the proceedings for the redemption of any Consolidated Bond. Notice having been mailed in the manner provided above, the Consolidated Bonds and portions thereof called for redemption shall become due and payable on the redemption date and on such redemption date, interest on such Consolidated Bonds or portions thereof so called shall cease to accrue; and upon presentation and surrender of such Consolidated Bonds or portions thereof at the place or places specified in that notice, such Consolidated Bonds or portions thereof shall be paid at the redemption price, including interest accrued to the redemption date.

Pending preparation of definitive Consolidated Bonds, any Consolidated Bonds may be initially delivered in temporary form exchangeable for definitive Consolidated Bonds when such definitive Consolidated Bonds are ready for delivery. The temporary Consolidated Bonds may be printed, lithographed or typewritten and may contain such reference to any of the provisions of this resolution as may be appropriate. Every temporary Consolidated Bond shall be executed by the Paying Agent and Registrar upon the same conditions and in substantially the same manner as definitive Consolidated Bonds. If the Paying Agent and Registrar delivers temporary Consolidated Bonds, it shall execute and furnish definitive Consolidated Bonds at the earliest practicable time, and thereupon, the temporary Consolidated Bonds shall be surrendered for cancellation at the principal office of the Paying Agent and Registrar, and the Paying Agent and Registrar shall deliver in exchange for such temporary Consolidated Bonds an equal aggregate principal amount of definitive Consolidated Bonds. Until so exchanged, the temporary Consolidated Bonds shall be entitled to the same benefits under this resolution as definitive Consolidated Bonds delivered pursuant hereto.

It is hereby determined by this Board that the issuance of the Consolidated Bonds provided herein, including without limitation, the redemption provisions set forth above, are in the best interests of the County and that the maturities and mandatory sinking fund and optional redemption provisions set forth above are consistent with the aggregate of the periodic separate maturities and mandatory sinking fund and optional redemption provisions of the respective resolutions authorizing the 2009 Series Bonds included in the Consolidated Bonds.

SECTION 3. That the Consolidated Bonds shall express upon their faces a summary statement of purposes encompassing the purposes stated in the resolutions authorizing the 2009 Series Bonds included in the Consolidated Bonds and that they are issued in pursuance of this resolution. The Consolidated Bonds shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board and of the County Auditor, provided that any or all such signatures may be facsimile signatures, and shall bear the manual

authenticating signature of an authorized representative of a bank or trust company to be designated the County Auditor in the Certificate of Award (as hereinafter defined) without further action of this Board as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Consolidated Bonds. The principal amount of each Consolidated Bond shall be payable at the principal office of the Paying Agent and the Registrar and interest thereon shall be made on each interest payment date to the person whose name appears on the record date (May 15 and November 15 for June 1 and December 1 interest, respectively) on the Consolidated Bond registration records as the registered holder thereof, by check or draft mailed to such registered holder at his address as it appears on such registration records.

The Consolidated Bonds shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Consolidated Bond during the 15-day period preceding any interest payment date or preceding any selection of Consolidated Bonds to be redeemed, or after such Consolidated Bond has been selected for partial or complete redemption, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Consolidated Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Consolidated Bonds as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the provisions of the respective resolutions authorizing the 2009 Series Bonds included in the Consolidated Bonds relating to security and sources of payment, federal tax status of such 2009 Series Bonds and of interest payable thereon, are hereby incorporated by reference into this resolution and the Consolidated Bonds.

SECTION 5. That the Consolidated Bonds shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 97% of the principal amount thereof plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board in a certificate of award (the "Certificate of Award") pursuant to the Purchaser's offer to purchase which either of such officers is hereby authorized to accept. The Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Consolidated Bonds (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Consolidated Bonds to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Consolidated Bonds pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Consolidated Bonds, except as any premium and accrued interest received, shall be apportioned, deposited and credited in accordance with Section 133.32 of the Ohio Revised Code to the respective purposes and funds in accordance with the amount of each issue of 2009 Series Bonds included in the Consolidated Bonds and for which purposes such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Consolidated Bonds in the manner provided by law.

SECTION 6. That at least two members of this Board or the County Auditor are separately hereby authorized, alone or with others, to prepare and distribute to prospective purchasers of the Consolidated Bonds and other interested parties, a preliminary official statement with respect to the Consolidated Bonds on behalf of the County, which shall be in substantially the form heretofore submitted to this Board with such changes thereto as such officials may approve, and which shall be deemed final for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1) except for certain information excluded therefrom in accordance with such Rule and which will be provided in the final official statement. At least two members of this Board and the County Auditor are hereby separately authorized, alone or with others, to prepare, execute and deliver a final official statement with respect to the Consolidated Bonds on behalf of the County, which shall be in such form as the officials signing the same may approve, and which shall be deemed to be final for purposes of Securities and Exchange Commission Rule 15c2-12(b)(3), their execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and copies thereof are hereby authorized to be prepared and furnished to the purchaser of the Consolidated Bonds for distribution to prospective purchasers of the Consolidated Bonds and other interested persons.

The County hereby covenants and agrees that it will execute, comply with and carry out all of the provisions of a continuing disclosure certificate dated the date of issuance and delivery of the Consolidated Bonds (the "Continuing Disclosure Certificate") in connection with the issuance of the Consolidated Bonds. Failure to comply with any such provisions of the Continuing Disclosure Certificate shall not constitute a default on the Consolidated Bonds; however, any holder of the Consolidated Bonds may take such action as may be necessary and appropriate, including seeking specific performance, to cause the County to comply with its obligations under this paragraph and the Continuing Disclosure Certificate.

SECTION 7. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Consolidated Bonds and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 8. That at least two members of this Board or the County Auditor are hereby separately authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Consolidated Bonds in such form as such officers may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 9. That for purposes of this Resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Consolidated Bonds may be transferred only through a book entry, and (ii) physical Consolidated Bond certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Consolidated Bonds "immobilized" to the custody of the Depository, and the book entry maintained by others than the County is the record that identifies the owners of beneficial interests in those Consolidated Bonds and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Consolidated Bonds or principal and interest, and to effect transfers of Consolidated Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Consolidated Bonds may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Consolidated Bonds, notwithstanding any other provision of this Resolution. If and as long as a book entry system is utilized with respect to any of such Consolidated Bonds: (i) there shall be a single Consolidated Bond of each maturity; (ii) those Consolidated Bonds shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Consolidated Bonds in book entry form shall have no right to receive Consolidated Bonds in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Consolidated Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Consolidated Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the

County. Debt service charges on Consolidated Bonds in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in the County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Consolidated Bonds as provided in this Resolution.

The Paying Agent and Registrar may, with the approval of the County, enter into an agreement with the beneficial owner or registered owner of any Consolidated Bond in the custody of a Depository providing for making all payments to that owner of principal and interest on that Consolidated Bond or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this Resolution, without prior presentation or surrender of the Consolidated Bond, upon any conditions which shall be satisfactory to the Paying Agent and Registrar and to the County. That payment in any event shall be made to the person who is the registered owner of that Consolidated Bond on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Consolidated Bonds and to the County. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Resolution.

The County Auditor is authorized and directed without further action of this Board to execute, acknowledge and deliver, in the name of and on behalf of the County, a blanket letter agreement between the County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Consolidated Bonds to the Depository for use in a book entry system, and to take all other actions the County Auditor deems appropriate in issuing the Consolidated Bonds under a book entry system.

If any Depository determines not to continue to act as Depository for the Consolidated Bonds for use in a book entry system, the County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this Resolution. If the County and the Paying Agent and Registrar do not or are unable to do so, the County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Consolidated Bonds from the Depository and authenticate and deliver Consolidated Bond certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Consolidated Bonds), if the event is not the result of action or inaction by the County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 10. That the members of this Board, the County Auditor, or any other officer, employee or agent of the County, are each hereby separately authorized, alone or with others to apply for a municipal bond insurance policy with respect to the Consolidated Bonds, and accept a commitment therefor, if the Purchaser should recommend the same, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the premium and expenses relating to any such insurance policy from the proceeds of the Consolidated Bonds is hereby authorized if the County Auditor determines in the Certificate of Award that the present value of the interest cost savings on the Consolidated Bonds resulting from the insurance policy is greater than the premium to be charged for the insurance policy, which determination shall be conclusive.

SECTION 11. That the members of this Board, the County Auditor, or any other officer, employee or agent of the County, are each hereby separately authorized, alone or with others to apply for a rating from one or more national rating services with respect to the Consolidated Bonds, and any such actions heretofore taken are hereby approved, ratified and confirmed. The payment of the fees and expenses relating to any such rating from the proceeds of the Consolidated Bonds is hereby authorized.

SECTION 12. That the Clerk of this Board is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 13. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Revised Code of Ohio.

SECTION 14. That this resolution shall take effect immediately upon its adoption.

Mr. Probst _____ seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Ayes: Mrs. Favede Mr. Probst Mr. Coffland

Nays:

ADOPTED: this 15th day of July, 2009.

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

DISCUSSION HELD – At this time Mike Bianconi told the Board he doesn't understand why the county is borrowing money instead of using infrastructure monies. He said he thinks the county should spend the cash we have. Mr. Coffland noted Mr. Bennett is using some of this money as match money, which hasn't been done in the past and also stated a lot of the money in the rainy day fund and savings has already been spent. Mr. Probst asked, "Then when the county is completely out of money, then what?" Mr. Probst advised we are trying to do as much as we can with what we have. Mr. Bianconi suggested putting a building up right at the jail site and hold court there. He disagrees with building a New Eastern Division Court and disagrees with renovating a place for Western Division Court. This would eliminate all transportation costs for prisoners. Mrs. Favede asked, "How would you recoup monies already invested on this (Eastern Division Court) project?"

Mr. Coffland noted we took care of having duplicate dispatchers. Eric Ayres of The Times Leader stated there is now a problem with not being able to get reports, which are public record, at the jail. 911 would not have arrest reports. The Sheriff Dispatchers were the ones who kept the reports in a daily log. There is no one in the office to give the media copies of the reports turned in by the deputies. Mrs. Favede stated this will be looked into.

IN THE MATTER OF AUTHORIZING THE SIGNING OF A LIMITED WARRANTY DEED FROM COUNTY OF BELMONT TO JOSEPH C. MAROON AND JOHN A. TUMOLO/NEW EASTERN DIVISION COURT PROJECT

Motion made by Mrs. Favede, seconded by Mr. Probst to authorize the Belmont County Commissioners to sign a Limited Warranty Deed from the County of Belmont to Joseph C. Maroon and John A. Tumolo, as Co-Trustees under the Joseph C. Maroon Revocable Trust to reconvey the 1.072 acre parcel that is no longer needed for access to the county court site purchased by the County, situated in the Village of Bellaire, known as a part of Section 29 and Section 30, T2N, R2W, Pultney Township.

Note: The County continues to have a Temporary Non-Exclusive Construction Easement over the existing gravel driveway servicing the present court facility.

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That **BELMONT COUNTY, OHIO**, a political subdivision of the State of Ohio acting by and through its duly elected Board of County Commissioners, of Belmont County, Ohio, for good and valuable consideration paid, grants with limited warranty covenants to **JOSEPH C. MAROON and JOHN A. TUMOLO, as Co-Trustees under the Joseph C. Maroon Revocable Trust dated March 14, 2008**, whose tax mailing address is 703 Main Street, Bridgeport, Ohio 43912, the following real property:

Situate in the Village of Bellaire, known as a part of Section 29 and Section 30, T2N, R2W, Pultney Township, Belmont County, Ohio and being more particularly bounded and described as follows:

Beginning at a point in the centerline of 26th Street, said point being located S. 89 deg. 23' 57" W. 1953 and 93/100 feet from a concrete monument at centerline station 23 + 54.00 of Relocated Belmont Street, (from which monument said centerline bears N. 26 deg. 13' 21" E.

based on the meridian of Deed Volume 716, page 209), said point being the southwest corner of the 5 and 206/1000 acre tract of land, (of which the herein described tract is a part), that was conveyed to Joseph C. Maroon by deed recorded in the Recorder's Office of Belmont County, Ohio, in Deed Volume 716, at page 209, said point also being in the southerly line of lands of CSX Transportation, Inc.; thence from said beginning point and with said CSX Transportation, Inc., N. 61 deg. 36' 50" E. (passing iron pins set at 47 and 27/100 feet, 147 and 27/100 feet, 200 and 27/100 feet, and iron pins found at 347 and 27/100 feet, 400 and 27/100 feet, and a iron pin set at 512 and 21/100 feet, and a iron pin found at 600 and 27/100 feet) 747 and 27/100 feet to an iron pin found in the southerly line of lands of CSX Transportation, Inc.; thence with same S. 74 deg. 09' 10" E. (passing an iron pin set at 54 and 4/10 feet) 114 and 45/100 feet to an iron pin found; thence with other lands remaining to the party of the first part hereto, S. 64 deg. 04' 43" W. (passing iron pins set at 135 and 15/100 feet, 270 and 31/100 feet, 398 and 12/100 feet, and a hub set at 582 and 3/10 feet, and a iron pin set at 741 and 57/100feet) 770 and 81/100 feet to a point in said centerline; thence with the same the following three (3) bearings and distances: N. 70 deg. 53' 37" W. 12 and 6/10 feet to a point; thence N. 79 deg. 34' 59" W. 34 and 13/100 feet to a point; thence N. 84 deg. 44' 58" W. 28 and 92/100 feet to the place of beginning, containing One and Seventy-Two Thousandths (1 and 72/1000) acres, more or less. All descriptions are based on a survey made under the supervision of John R. Schellhase, Professional Surveyor No. 5617, on February 14, 2008.

This deed is given by the Grantor, Belmont County, Ohio, upon the dedication by Grantee, Joseph C. Maroon and John A. Tumolo, Co-Trustees, of a forty foot (40') public street named Imperial Parkway as recorded and shown in Cabinet F, Slide 37, Belmont County Record of Plats, and accepted by the Village of Bellaire, Ohio by Ordinance recorded in Volume 190, Page 062, Official Records of Belmont County, Ohio, and as contemplated by the parties to this deed providing a forty foot (40') dedicated access to a 1.534 acre parcel of real estate owned by the Grantor, Belmont County, Ohio, described in a General Warranty Deed recorded in Volume 176, Page 037, Official Records of Belmont County, Ohio. The fee simple determinable estate held and conveyed herein by Grantor has been determined by the dedication of Imperial Parkway, and this deed is given to effectuate the possibility of reverter retained by the Grantee herein, Joseph C. Maroon and John A. Tumolo, Co-Trustees, set forth in a deed to the Grantor herein, Belmont County, Ohio, recorded in Volume 176, Page 033, Official Records of Belmont County, Ohio.

Also giving and granting unto the Grantee, all rights to a Non-Exclusive Thirty foot (30') wide access easement for vehicular access as was conveyed to Grantor herein, Belmont County, Ohio, by the Grantee herein, Joseph C. Maroon and John A. Tumolo, Co-Trustees, in a General Warranty Deed recorded in Volume 176, Page 37, Official Records of Belmont County, Ohio, as contemplated by the parties upon dedication of a forty foot (40') street now known as Imperial Parkway.

Also giving and granting unto the Grantee, all rights to the dedication of or access over a forty foot (40') road connecting the 1.534 Acre parcel owned by the Grantor herein, Belmont County, Ohio, to 26th Street over other property owned by the Grantee herein, Joseph C. Maroon and John A. Tumolo, Co-Trustees, and following a course generally described as the existing unpaved driveway to the A. G. Lancione Building which was as was conveyed in a General Warranty Deed recorded in Volume 176, Page 037, Official Records of Belmont County, Ohio; **Provided However**, that this provision is not intended to surrender the Temporary Non-Exclusive Construction Access Easement which is to be retained by the Grantor herein, Belmont County, Ohio, until the completion of construction of a building on the 1.534 acre parcel of real estate which was conveyed to Grantor by said deed.

EXECUTED this 15th day of July, 2009.

BELMONT COUNTY, OHIO
A Political Subdivision of the State of Ohio

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., Commissioner

Matt Coffland /s/

Matt Coffland, Commissioner

Ginny Favede /s/

Ginny Favede, Commissioner

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE SIGNING OF
THE OPWC AMENDMENT TO PROJECT AGREEMENT
FOR ENGINEER'S BRIDGE REPLACEMENT PROJECT BEL-4-24.26

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commissioner Charles R. Probst, Jr. to sign the Ohio Public Works Commission Amendment to Project Agreement for the Belmont County Engineer's Bridge Replacement Project BEL-4-24.26; Grant project number CR08M/CR09M.

Note: This project is located on County Road 4 (Colerain-Martins Ferry Road) 2.75 miles east of US 250 over a branch of Glenss Run. Due to the bids coming in low, Engineer Fred Bennett will not need the \$50,000.00 loan and will put in the additional \$30,000.00 from his Road & Bridge Fund. The scope of the project shall remain the same. The total project cost shall be reduced from \$110,000.00 to \$91,385.00. The original grant award of \$31,400.00 remains unchanged. The loan of \$50,000.00 shall be terminated. Participation Percentages will change to OPWC - 34% and Local Share - 66%.

Date of Amendment: July 2, 2009

AMENDMENT TO PROJECT AGREEMENT CR08M - CR09M

The amendment described below shall be part of the Project Agreement, issued to **Belmont County**, on **February 13, 2009**, regarding the Ohio Public Works Commission project titled **BEL-4-24.26 Bridge Replacement**, identified by Control Number **CR08M - CR09M**, and shall be subject to that Project Agreement as if fully incorporated therein, and shall not affect, alter, nullify, or otherwise render void any portion, provision, or appendix of that project agreement, except to the extent specifically mentioned in the modification described below, as signed and subscribed to by the Belmont County Commissioner and the Director of Ohio Public Works Commission.

Therefore, per request of the county, this amendment, upon execution by recipient and grantor, shall modify the terms of the original agreement as follows:

- The scope of the project shall remain the same.**
- The total project cost shall be reduced from \$110,000 to \$91,385**
- The original grant award of \$31,400 remains unchanged.**
- The loan of \$50,000 shall be terminated.**
- The original participation percentages of OPWC at 74% and Local Share at 26% shall be changed to: OPWC at 34% and Local Share at 66%, as indicated on the attached Appendix E.**

RECIPIENT
BELMONT COUNTY

GRANTOR
STATE OF OHIO
OHIO PUBLIC WORKS COMMISSION

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

Paul Michael Miller /s/

Charles Probst, Jr.
Belmont County Commissioner

Michael Miller, Director

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the payment of Invoice #10865 for M&G Architects & Engineers, 1027 Mt. de Chantal Road, Wheeling, WV 26003 in the amount of \$2,252.84 for the New Eastern Division Court Building project (Land Acquisition phase) for architectural and engineering services from 6/1/09 through 6/30/09.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION DECLARING
AN EMERGENCY SITUATION RE: PARK HEALTH CENTER**

RESOLUTION

The Board of County Commissioners of Belmont County, Ohio reconvened in regular session on July 15, 2009 with the following members present:

Commissioner Probst
Commissioner Favede
Commissioner Coffland

Mrs. Favede moved the adoption of the following resolution:

WHEREAS, Ohio Revised Code Section 307.86 empowers the Belmont County Commissioners to exempt from competitive bidding when a situation arises that is determined to be a real and present emergency; and

WHEREAS, the Belmont County Commissioners have deliberated over the present situation concerning the HVAC unit at Park Health Center; and the necessary repairs that require immediate attention; and

WHEREAS, the Belmont County Commissioners do hereby determine that a real and present emergency exists due to the loss of the heating, ventilation and cooling system, and the resulting unsafe conditions to the residents and staff of the facility; and;

NOW, THEREFORE BE IT RESOLVED, that the Belmont County Commissioners do hereby declare the situation regarding the loss of the HVAC unit at Park Health Center has been determined to be a real and present emergency and will advance with the necessary repair of said HVAC unit.

Mr. Probst seconded the foregoing resolution and upon vote the resolution was unanimously adopted.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING ACCEPTANCE OF
PROPOSAL FROM H.E. NEUMANN CO./PARK HEALTH CENTER**

Motion made by Mrs. Favede, seconded by Mr. Probst authorizing the acceptance of the proposal from H. E. Neumann Co., Wheeling, WV, in the amount of \$35,250.00 that provides and meets specifications for the emergency work needing performed to the HVAC units at the Park Health Center facility.

Note: Two proposals were received.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:11 P.M.

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting at 1:11 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of July, 2009.

 _____ COUNTY COMMISSIONERS

We, Charles R. Probst, Jr., 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