

St. Clairsville, Ohio

June 10, 2009

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

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-Albert L. Parkhurst & others	Officials Salary-Veterans/General Fund	5,025.00
A-ERB Electric	Phone system/General Fund	64,800.00
A-Redwood Toxicology	Drug testing/General Fund	389.55
B-Crossroads Counseling Services	Court ordered counseling-Eastern Ct./Indigent Drivers Alcohol Fund	490.44
B-Crossroads Counseling Services	Court ordered counseling-Northern Ct./Indigent Drivers Alcohol Fund	3,177.94
B-Crossroads Counseling Services	Court ordered counseling-Western Ct./Indigent Drivers Alcohol Fund	1,923.99
M-Keystone Richland Center	Placement/Placement Services-Juvenile Court Fund	6,355.00
M-Walmart	Supplies/Intake Coord.-Juvenile Court Fund	348.00
N-Wilson Appraisal Service	Construction/Orchard Dr.-Colerain Waterline Fund	300.00
P-Belmont County Commissioners	Cost Allocation/BCSSD Funds	101,765.73
P-E.O.R.W.A.	Sewage Disposal/BCSSD Funds	45,866.54
P-Green Valley Co-Op, Inc.	Services/BCSSD Funds	2,665.51
P-Interstate Battery Systems	Materials/BCSSD Funds	128.95
P-Renee' Wilson	Travel expenses/BCSSD Funds	128.25
P-Rose Products & Services	Supplies/BCSSD Funds	74.63
P-Yorkville Bd. Of Trustees of Public Affairs	Sewage Disposal/BCSSD Funds	513.29
S-Belmont Senior Services	June Contract Services/In Home Care Levy-Comm on Aging Fund	175,000.00
S-Beth Andes, MS, PCC	Contract Services/GS/District Detention Home Fund	1,505.00
S-Comcast	Internet/Northern Div. Ct. Computer Fund	105.04
S-Comcast	Internet/Western Div. Ct. Computer Fund	253.28
S-McGhee & Co.	Disks/Northern Court Gen. Special Projects	15.00
S-Micro Maid Office System	Supplies/Clerk of Courts Computer Fund	118.88

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 June 10, 2009 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$88,800.41; \$2,925.09; \$1,016.40
A-GENERAL/AUDITOR	\$2,788.97
A-GENERAL/CHEST CLINIC	\$193.09
A-GENERAL/EMA	\$1,442.56
A-GENERAL/SHERIFF	\$5,104.18; \$35.00; \$16,435.65; \$1,300.00
A-GENERAL/911	\$1,504.28
B-Dog and Kennel	\$601.31
E-911	\$843.75
H-Job & Family, Public Assistance	\$58,672.00; \$50,590.56; \$799.90; \$97.02
H-Job & Family, WIA	\$105,143.65; \$23,008.57
K-Engineer MVGT	\$1,790.06; \$15,820.05
M-Juvenile Ct.-Title IV-E Reimb.	\$185.57
M-Juvenile Ct.- Placement II	\$488.99
N-Capital Project Reserve Fund	\$756.00
P-Sanitary Sewer District	\$1,605.86; \$1,203.50; \$864.09; \$8,872.94; \$225.00; \$14,847.29; \$1,368.00; \$2,285.12; \$495.60; \$3,068.26; \$3,141.25
S-District Detention Home	\$1,941.69
S-Job & Family, Children Services	\$303.00; \$69,304.00
S-Oakview Juvenile Residential Center	\$5,269.72
S-Sheriff CCW	\$2,282.00
S-Sheriff Commissary	\$5,356.70
S-Western Ct. Gen. Special Projects	\$4,251.34

Upon roll call the vote was as follows:

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

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

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0051-A001-A33.000 Dist Detention Home (3rd quarter monies for 2009)	R-0910-S033-S20.574 Transfers In	\$100,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND/JUVENILE COURT

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

FROM	TO	AMOUNT
E-0082-A002-C31.002 Salaries-Employees	E-0082-A002-C38.000 Other Expenses	\$ 35,000.00

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-A02.002 Salaries-Admin	E-0131-A006-A03.002 Salaries-Jail	\$ 3,900.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	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-A04.002 Road Payroll	E-0131-A006-A15.007 Unemployment	\$ 1,101.81

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE BCDJFS CSEA ADMN FUND

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

FROM	TO	AMOUNT
E-2760-H010-H01.002 Salaries	E-2760-H010-H15.000 Other Expenses	\$ 50,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUNDS/OIBRS-EQUIPMENT FUND TO CONCEALED HANDGUN LICENSE FUND AND OIBRS-EQUIPMENT TO SHERIFF GENERAL FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between funds from the OIBRS-Equipment Fund to Concealed Handgun License Fund and OIBRS-Equipment to Sheriff General Fund.

FROM	TO	AMOUNT
E-1701-P087-P01.012 OIBRS-Equipment	E-5101-S001-S07.012 CCW Equipment	\$ 5,004.75
E-1701-P087-P01.012 OIBRS-Equipment	E-0131-A006-A03.010 Supplies	\$ 749.96
	TOTAL	\$5,754.71

*Note: Reimbursement from Grant.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR VARIOUS JUVENILE COURT FUNDS

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for various Juvenile Court Funds.

FROM	TO	AMOUNT
Salaries	Insurances	\$ 494.80
E-0400-M067-M01.002	E-0400-M067-M05.008	

Grant Holding Account	Insurances C-CAP	
E-0400-M060-M50.000	E-0400-M060-M29.008	\$12,836.18
	PERS C-CAP	
	E-0400-M060-M26.003	\$10,583.95
	Medicare C-CAP	
	E-0400-M060-M27.005	\$ 1,096.19
	Salaries C-CAP	
	E-0400-M060-M25.002	\$ 8,700.99
	Salaries Restitution	
	E-0400-M060-M60.002	\$14,330.16
	PERS Restitution	
	E-0400-M060-M61.003	\$ 4,012.44
	Medicare Restitution	
	E-0400-M060-M63.005	\$ 415.58
	Insurances Restitution	
	E-0400-M060-M64.008	\$ 4,686.04
	Salaries Substance Abuse	
	E-0400-M060-M71.002	\$ 6,430.31

PERS Substance Abuse	
E-0400-M060-M72.003	\$ 4,885.08
Medicare Substance Abuse	
E-0400-M060-M73.005	\$ 1,011.91
Insurances Substance Abuse	
E-0400-M060-M75.008	<u>\$12,158.95</u>
TOTAL	\$81,642.58

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT

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

FROM	TO	AMOUNT
WWS#3	WWS#3	
E-3702-P005-P30.004 Workers Comp	E-3702-P005-P24.013 Projects	10,000.00
E-3702-P005-P10.012 Equipment	E-3702-P005-P24.013 Projects	100,000.00
SSD#2	SSD#2	
E-3705-P052-P15.000 OE Oper	E-3705-P053-P05.000 Materials	5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE DISTRICT DETENTION HOME FUND S33

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the District Detention Home Fund S33.

FROM	TO	AMOUNT
E-0910-S033-S34.010 Supplies	E-0910-S033-S47.006 Hospitalization	375.00
E-0910-S033-S60.010 Supplies/GS	E-0910-S033-S50.005 Medicare	355.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE COMMON PLEAS COURT GENERAL SPECIAL PROJECTS FUND

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfer within fund for the Common Pleas Court General Special Projects Fund.

FROM	TO	AMOUNT
E-1572-S089-S07.003 PERS	E-1572-S089-S01.000 Other Expenses	\$ 26.82

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of May, 2009.

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	147.58
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	442.65
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD #1 03004002 Transfers In	94.42
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	69.00
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	<u>181.45</u>
TOTAL		935.10

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

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

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

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 10, 2009.

E-0063-A002-B26.010	Supplies	\$ 600.00
E-0063-A002-B30.000	Other Expense	\$ 2,592.54

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/DISASTER SERVICES**

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 June 10, 2009.

E-0054-A006-F07.000	Other Expenses	\$ 1,549.97
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**Reimbursement from Homeland Security Grant*

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 June 10, 2009.

General

E-0131-A006-A09.000	Medical	548.00
E-0131-A006-A20.000	False Alarm	300.00
E-0131-A006-A21.000	Sheriff's Towing	100.00
E-0131-A006-A23.000	Background	1,588.00
E-0131-A006-A24.000	E-SORN	100.00
E-0131-A000-A30.000	Lifesaver	270.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	60.00
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Commissary Fund

E-5100-S000-S01.010	Supplies	6,174.62
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	2,752.00
E-5101-S001-S07.012	Equipment	2,014.00

Sheriff Reserve Account

E-9710-U010-U06.000	Other Expenses	567.04
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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 APPROPRIATION
FOR THE 911 WIRELESS FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 10, 2009.

E-2301-E011-E01.011	Contract Services	\$ 3,405.52
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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 H030 COUNTY HOME FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 2, 2009.

COUNTY HOME FUND H030

E-2150-H030-H02.002	Salaries	200,000.00
E-2150-H030-H06.000	Contract Services Utilities	250,000.00
E-2150-H030-H11.000	Other Expenses	<u>250,000.00</u>
TOTAL		700,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE 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 June 10, 2009.

FUND	AMOUNT
INTAKE COORDINATOR	
E-0400-M062-M02.000	Other Expenses 1,215.00
PLACEMENT SERVICES-TITLE IV-E	
E-0400-M064-M05.000	Placement Costs 35,920.65
DRUG COURT DONATIONS	
E-0400-M072-M05.000	Other Expenses 100.00

PLACEMENT II

E-0400-M075-M01.000	Other Expenses	1,882.12
JUVENILE COURT COMPUTER FUND		
E-1582-S085-S08.000	Computer Expenses	528.00
JUVENILE COURT-GEN. SPECIAL PROJECTS		
E-1589-S096-S12.000	Other Expenses	2,396.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SSD#2 FORCE MAIN EXT. CONST. FUND AND
THE WWS#3 2000 WATER LINE EXT. CONST. FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date June 10, 2009.

SSD#2 FORCE MAIN EXT. CONST. FUND

E-9018-N018-N03.055	Other Expenses	\$ 5,418.00
E-9018-N018-N07.000	Issuance Fees	\$ 4,308.60

WWS#3 2000 WATER LINE EXT. CONST. FUND

E-9019-N019-N03.055	Other Expenses	\$ 882.00
E-9019-N019-N07.000	Issuance Fees	\$ 701.40

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 OIBRS FUND /SHERIFF'S DEPARTMENT**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 10, 2009.

E-1701-P087-P01.012	Equipment	\$ 5,754.71
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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 N.S.L.A. OAKVIEW JUVENILE S031 FUND AND
OAKVIEW YOUTH ACTIVITY FUND S032**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 10, 2009.

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000	Food (Meal Tickets)	183.00
E-8011-S031-S02.000	Food (NSLA)	2,275.38

ACTIVITY FUND S032

E-8012-S032-S00.000	Youth Activity Fund	91.38
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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 BEL-HARRISON JUVENILE DISTRICT
DETENTION HOME-SARGUS FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 10, 2009.

Bel-Harrison Juvenile District

Detention Home-Sargus Fund S033

E-0910-S033-S33.002	Salaries	35,867.00
E-0910-S033-S44.003	OPERS/STRS	1,090.00
E-0910-S033-S47.006	Hospitalization	22,216.00
E-0910-S033-S39.000	Food Service Expenses	2,091.43
E-0910-S033-S61.000	Food Service Expenses/GS	<u>2,000.00</u>
TOTAL		63,264.43

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 BCSSD WWS#3 BOND ACCOUNT**

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 June 10, 2009.

E-9200-O003-O03.050	Bond Payment	1,972.77
E-9200-O003-O03.051	Interest	814.37

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 10, 2009.

E-1511-W080-P01.002	Salaries	2,810.00
E-1511-W080-P07.006	Hospitalization	140.00
E-1511-W080-P08.005	Medicare	50.00
TOTAL		3,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated June 10, 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:

JUVENILE COURT – Tricia Hurt, Restitution Officer, to travel to June 12, 2009, to attend the quarterly state Restitution and Community Service Committee meeting.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mr. Ed Jagucki referred to a letter that Commissioner Favede regarding federal appropriation requests. He said the information contained in the report did not adhere to the service of most people. He said money spent on parks and recreation takes away from water, sewer and highway projects and that people are not being served properly. He noted that regarding the Neffs sewage project, \$750,000.00 was requested instead of the \$2 million needed. In his opinion he feels things should be done to help people live decent lives, instead of spending money on recreation projects, and that more money should be requested for the Neffs sewage project. Commissioner Coffland responded that when the board was in Washington, DC to meet with legislators, they were asked to walk away with \$300,000.00 instead of the \$750,000 they requested. Mr. Jagucki voiced concern about the costs rising the more the project is delayed. Commissioner Favede noted our request has been formally earmarked by Senator Voinovich and that whether or not we agreed with other earmarks is probably not our place to question. She said Mr. Voinovich has a responsibility for the entire state. Mrs. Favede continued, "We don't know how they choose to determine what he ultimately requests earmarks for. We have accomplished having a Senator who has requested an earmark, which means when we get to the budget process, we have a Senator supporting our request. Simultaneously, we also have an earmark posted by Congressman Wilson. We have appropriation requests for the Neffs sewage project successfully through Congress (the House) and the Senate. They are teaming up on this effort. Various funding sources are being checked into to obtain the funding for this project." Commissioner Probst stated everyone is vying for the same monies as it moves through the process. Richard Hord asked how optimistic is it we will receive funds from other sources and when will we know? Mr. Probst replied that we should know the last quarter of this year. Mrs. Favede stated that her optimism comes from that if in August this appropriation request is awarded, then that really signifies to her that the others will fall into line.

Mr. Hord also suggested open sessions regarding budget talks, for such situations as the Sheriff's Department in an attempt to have a unified group effort explain what and how was decided versus different versions being given by each department. Commissioner Probst felt the first step towards that has been taken. He explained that whether the board or the Sheriff's Office states things to the media or general public off record, somehow it gets tainted or spun. That is why he personally chooses to speak on record. Mr. Probst said, "Because of the sensitive nature of what is going on with the Sheriff's Department and the "he said – she said" aspect, we feel it is important to just speak directly on record in the minutes in the Commissioners' meetings and answer questions at that time." Mr. Probst said he had a 3 hour meeting with the County Auditor, some of his staff and members of the FOP last Friday and all are working towards a resolution. Mr. Probst continued, "It is tough times, trying times, and we are trying to work through this process to protect the citizens of this county and to also meet the budget needs of the Sheriff's Department any way we can. The Auditor's Office is researching funds now to see what may be available, but as the County Auditor says, there are no promises. There are probably going to have to be cuts in the Sheriff's Office down the road. All parties are looking to find ways to fund the Sheriff's Office, particularly the next few pays. That is an ongoing process. The boards' responsibility is to appropriate money to the Sheriff's Department on what has been certified by the County Auditor. The Sheriff's responsibility is to maintain the finances in his department and operate the jail, the road patrols and work with his administrative costs with the monies we give him. As we have put this out to the general public, the Sheriff is an elected official. People are pointing the finger at the Commissioners wanting to know why we are not appropriating more money. We would certainly appropriate more monies as the monies are certified. Understanding that too, we may have other county agencies that may need additional funding also. We have a meeting set up for tomorrow, so today's meeting will be kept open. We will be meeting with our attorneys tomorrow and the County Auditor."

Commissioner Coffland stated that this board has been working since January with the Sheriff and Auditor's Office. "We knew where we were going to be if there were no cuts. They were told if there were not cuts made, we would run out of money in May. We are at that point today," said Coffland. He remarked that all Channel 7 and News 9 would have to do is review their tapings where the Sheriff agreed there had to be cuts, the Auditor's Office agreed there had to be cuts and every one knew it. Mr. Coffland said, "We have tried every day for six (6) months to put everyone in line." He concluded by saying "this board has worked way too hard to sit and take a beating for what everybody knew."

Reporter Ashley Coe said she had heard there was a new "media policy", and wasn't sure what it was or if it just pertained to the Sheriff's Office or across the board. Mr. Probst advised that personally, at this time, it is just the Sheriff's Department because it looks like we are battling and we really are not. Both parties are frustrated at this point. We are all doing what we can to try and get through this. It's the "he said – she said" type of things off the record that keeps the fire burning. We don't want that to happen anymore. Miss Coe again asked what is the new policy and Mr. Probst said we don't have anything in writing, but we could see how things were progressing down the road that it was going to look like there was infighting-that is really not occurring. Mr. Probst said "We will answer any questions on the record." Channel 7

Commissioner Coffland stated that all departments have had to makecuts; that's just what the times are right now. He further stated it is the Board of Commissioners' job is to try and keep as many people employed and keep their jobs. But when the money is not there, it is not there.

Mr. Probst noted that in the past there have been three different groups (the Commissioners, Auditor and Sheriff) at times saying different things that "somewhat has surprised us that we weren't aware of. Then we have the task of defending ourselves and our decisions. We do believe the public has a right to know how we have come about our decisions." Ashley Coe then stated, "So there is no new media policy?" Mr. Probst, replied, "No."

D.K. Wright asked if he would like to explain what was reported incorrectly. She stated the underlying current was that someone said something that was not true, so now the board is not going to give any interviews about the Sheriff's budget. She again asked what was said that was not true. Mr. Coffland stated he didn't know what was not said, but he does know what was said. "When you are certified a certain amount of money, this Commission came under that certification. That's the job that we have to do and we did our job. What was certified we allocated to the different funds. The funds are running dry." Mr. Coffland reiterated that everyone knew what was going to happen. He doesn't understand why this is such a great big story, when everyone knew the handwriting was on the wall. \$22 millions dollars was spent last year and \$17 million was certified. "That is \$5 million difference", said Coffland.

Ashley Coe was still unsure of the media policy and stated in an interview with the Sheriff the other day he said he felt all the cuts were personal. Commissioner Coffland replied that it was not personal here. "We are dealing with people's lives, families and children. Do you think we want to see people laid off?" The board was asked if they would release updates throughout the week. Mr. Probst stated, "Possibly." They were asked through which format would they release the updates and Mr. Probst again stated through a meeting. He advised we are keeping today's meeting open for an executive session tomorrow with our attorneys.

**IN THE MATTER OF AUTHORIZING THE SIGING OF THE
PROGRAMMATIC AGREEMENT FOR COORDINATION BETWEEN
BELMONT CO. AND THE OHIO HISTORIC PRESERVATION OFFICE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commission President Charles R. Probst, Jr. to sign the Programmatic Agreement for coordination between Belmont County and the Ohio Historic Preservation Office for the Administration of Programs using HUD Allocated Funds, effective immediately through December 31, 2011.

Note: The Commission will coordinate with the Ohio Historic Preservation Office when using any money from the Department of Housing and Urban Development on properties that may have any historic significance.

Belmont County Programmatic Agreement (expires December 31, 2011)

PROGRAMMATIC AGREEMENT

For coordination

Between

Belmont County

And the

Ohio Historic Preservation Office

For the

Administration of Programs Using HUD allocated Funds with Delegated Review

Responsibilities Authorized Under 24 CFR Part 58

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has allocated Community Development Block Grant (CDBG) and other funds to the State of Ohio Department of Development ("State"); and

WHEREAS, the State has awarded CDBG and other funds to Belmont County (hereinafter referred to as "Grantee"); and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

WHEREAS, in accordance with 24 CFR Part 58, the grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law and this agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places ("National Register"); and

WHEREAS, the grantee has consulted with the Ohio State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act ("NHPA") (16 U.S.C. 470); and

WHEREAS, the grantee and the SHPO agree that by following the procedures outlined in this agreement, the grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

NOW THEREFORE, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110 (f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

I. Archaeology

In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation II.B.2.

II. Exempt Activities

- A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.
 1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.
 2. The grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings annually, as required in Stipulation VIII.
- B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:
 1. Non-Construction Work and Development
 - a. Public service program that does not physically impact buildings or sites.
 - b. Architectural and engineering design fees and other non-construction fees and costs.
 - c. Rental or purchase of equipment that does not physically impact buildings or sites.

- d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
 - e. Mortgage refinancing where no change in use, new construction, or rehabilitation will occur.
 - f. Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
 - g. Acquisition of land with demolition or rehabilitation of buildings that are less than fifty years old (including land banking).
 - h. Loans used to fund rehabilitations of buildings less than fifty years old.
2. Site Work
- a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur.
 - b. Maintenance and repair of existing landscape features, including plantings, fences, retaining walls, and walkways.
 - c. Installation of exterior lighting for individual properties, including parking lots, sidewalks, and freestanding yard lights, but excluding lighting types that are to be attached to a historic building greater than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
 - d. Repair, maintenance, or direct replacement of existing residential water and sanitary sewer service connections within the previously excavated trench.
3. Exterior Rehabilitation
- a. Rebuilding of existing wheelchair ramps, or installation of new ramps on secondary building elevations where the building is not located on a corner lot.
 - b. Repair of porches, cornices, exterior siding, doors, balustrades, stairs, or other trim as long as any new material matches existing features in composition, design, color, texture, and other visual and physical qualities.
 - c. Foundation repair.
 - d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulant paint. No abrasive cleaning is permitted for any materials.
 - e. Caulking, reglazing, and weather-stripping.
 - f. Installation of screens and storm windows, provided that they:
 - a. Completely fill the original window opening.
 - b. Match the meeting rail or other major divisions
 - c. Interior storms must not cause damage to the original interior trim.
 - d. Interior storms must be designed to seal completely so as to protect the primary window from condensation.
 - g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
 - h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
 - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
 - j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.
4. Interior Rehabilitation
- a. Repair or installation of new basement floors.
 - b. Installation of attic insulation.
 - c. Repair of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
 - d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan.
 - e. Installation of new furnace, boiler or water heater; furnace cleaning or repair.
 - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural or decorative features.
 - g. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
 - h. Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.
- C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.
- D. Activities defined in 24 CFR Section 58.35 (b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

III. Project Review

- A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation II, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO: (1) project location, including a map; (2) project description, including work write-ups, plans, or specifications, as appropriate; (3) color photographs of all elevations of the building or site; (4) date any buildings in the projects were built; (5) a statement of whether any properties in the project area are listed in or eligible for listing in the National Register; (6) if there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.
- B. This submission should include, and the SHPO will consider, the following information if it explains the [grantee's] decisions regarding National Register eligibility and effect:
 - 1. Condition assessments for various historic elements;
 - 2. An explanation of the goals of the undertaking;
 - 3. Alternative treatments considered and cost estimates for each;
 - 4. Life cycle maintenance costs related to each alternative;
 - 5. Proposed measures to mitigate or minimize adverse effects;
 - 6. Available marketing studies; and
 - 7. Any other information that warrants consideration.
- C. At the discretion of the grantee, SHPO's Project Summary Form can be used to satisfy Stipulation III A & B.
- D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that (1) the SHPO concurs with the [grantee's] decision about eligibility and effect; (2) the SHPO disagrees with the [grantee's] decision about eligibility and effect; or (3) the SHPO needs more information in order to concur or disagree with the [grantee's] decision about eligibility or effect.
- E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the grantee will retain the SHPO's letter in its project file and the review process, in accordance with 36 CFR Part 800, will be complete.
- F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800.5 to complete consultation.
- G. Any disagreements regarding historic properties or project effects shall be resolved as described in 36 CFR Part 800.6. The grantee of SHPO may elect to invite the ACHP to participate or provide its opinion, if they determine it to be appropriate.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the [grantee's] staff should attend training specifically in the use and the interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

V. Public Involvement and Participation

- A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the grantee will seek public input and notify the public of proposed actions.
 - 1. The grantee will, at a minimum, hold two public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published 10 days in advance in a newspaper of general circulation.
 - 2. The grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published 10 days in advance in a newspaper of general circulation.
- B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects
- C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VI. Post Review Discovery

- A. In the event that historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the grantee will follow the process established at 36 CFR Section 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact OHPO and the County Sheriff and/or County Coroner within 43 hours. The grantee will also consult with OHPO, HUD and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
 - C. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon representatives of HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

VII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

- A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the grantee shall prepare a written response that takes into account any timely comments regarding the dispute, and provide them and the ACHP with a copy of such written response.
- C. The grantee's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

VIII. Monitoring

- A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.
- B. For each exempted undertaking the list will include the building address, the age of the building or its date of construction, and a brief description of each activity undertaken. A brief description shall include a list of the work done as well as how the work was done, such as: window sash repaired and repainting.
- C. The grantee should also include in their submission three (3) random samples of individual projects, with copies of the information that was available to support the project's consideration under the terms of this agreement.

IX. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

X. Amendment & Duration

This agreement will continue in full force until December 31, 2011 and will be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

Execution of this PA the grantee and SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP and opportunity to comment.

SIGNATORIES:

Charles R. Probst, Jr. /s/
 Charles R. Probst, Jr., President, Belmont County Commissioners
6-10-09
 Date

 Mark J. Epstein, Department Head, Resource Protection and Review
 Ohio State Historic Preservation Office

 Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR
THE NEW BELMONT COUNTY EASTERN DIVISION
COURT BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to advertise for bids for the new Belmont County Eastern Division Court Building project located at Imperial Plaza, Bellaire and authorize the Clerk of the Board to proceed with the required Notice to Bidders as follows:

NOTICE TO BIDDERS/INVITATION TO BID

In compliance with pertinent Sections of the Ohio Revised Code, sealed Proposals will be received for the Belmont County Eastern Division Courthouse Building, Bellaire, Ohio until **11:00 A.M. (Local Time) on Wednesday, July 15, 2009** at the Belmont County Commissioners' Office, 101 West Main Street, St. Clairsville, Ohio 43950 for the Belmont County Eastern Division Courthouse Building located at Imperial Plaza, Bellaire, Ohio. Bids will be opened immediately thereafter.

Separate bids will be required on a lump sum basis for the following construction contracts:

<u>CONTRACT</u>	<u>COST ESTIMATES</u>
GENERAL	\$ 985,676
PLUMBING	\$ 46,150
HVAC	\$ 119,600
ELECTRICAL	\$ 146,740

Combined Bids that include any combination of the Contracts will be received, provided that the separate Prime Contract bids are also submitted.

Copies of plans, specifications and proposal forms can be obtained by bidders on **Monday, June 15th, 2009** from the Architect, M&G Architects & Engineers, Inc., 1027 Mount de Chantal Road, Wheeling, WV 26003, (304) 242-8248, or the Belmont County Commission, 101 West Main Street, St. Clairsville, OH 43950 (740) 699-2155 upon payment of a **deposit of one hundred fifty dollars (\$150.00)** made payable to M&G. The deposit is refundable and issued only to those contractors submitting a bona fide bid and who return the drawings in good condition within 15 days following the bid opening. Subcontractors may purchase the drawings and specifications from the Architect for fifty dollars (\$50.00), which is nonrefundable.

A mandatory pre-bid meeting, for those who will submit a proposal for one or more of the Prime Contracts listed above, will be held at the site at 26th Street and Imperial Plaza, Bellaire, Ohio, behind the current Belmont County Eastern Court building, on **Thursday, June 18th, 2009 at 10:00 AM L.P.T.**

Construction Documents are available for examination at the County Commissioners' office, the Architect's office, and the following locations:

McGraw Hill Dodge 1175 Dublin Road Columbus, OH 43215	Ohio Valley Construction Employers Council 21 Armory Drive Wheeling, WV 26003
McGraw Hill Dodge 600 Waterfront Drive Pittsburgh, PA 15222	Construction News Corp. 7261 Engle Road, Suite 304 Cleveland, OH 44130

A bid security is required with the bid in the form of a certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in the amount of 10 percent (10%) of the total bid; or a Bid Guarantee and Contract Bond in accordance with Chapter 153.571 of the Ohio Revised Code in the amount of 100 percent (100%) of the total bid and shall accompany each bid.

Each successful bidder is required to furnish a Performance Bond and Labor and Material Payment Bond from an acceptable surety in the amount of 100 percent (100%) of the full contract amount in accordance with Section 153.57 of the Ohio Revised Code if a bid security in the amount of 10 percent (10%) of the full bid amount as specified above is submitted in lieu of the Bid Guarantee and Contract Bond of 100 percent (100%).

Successful Bidders shall conform to the "State of Ohio Prevailing Wages" per Section 4115 of the Ohio Revised Code.

Bidders shall conform to the State of Ohio Equal Employment Opportunity (EEO) requirements referred to in the Project Manual.

Bidders shall conform to the Belmont County Commissioners' resolution regarding "foreign steel" as included in the Bid Documents.

All bids shall be irrevocable for sixty (60) days from the date of the bid opening.

"The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids that is deemed most favorable to the County at the time and under the conditions stipulated.

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

All questions pertaining to securing Contract Documents, bidder's list, technical sections, legal documents, and bid submission shall be directed to M&G Architects & Engineers, Inc., 1027 Mount de Chantal Road, Wheeling, WV. (Telephone 304/242-8248; Fax 304/242-8249)

Owner: Belmont County Commissioners

Times Leader Advertisement: Three (3) Mondays-June 15, 22 and 29, 2009

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR
ENGINEER'S PROJECT 09-7 BEL-WAS-103-2.67 BRIDGE REPLACEMENT**

Motion made by Mrs. Favede, seconded by Mr. Probst to advertise for bids for the Belmont County Engineer's Project 09-7 BEL-WAS-103-2.67 Bridge Replacement Project located in Washington Township over Crabapple Creek, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: Funding source: OPWC and local funds

NOTICE TO BIDDERS

**BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:00 A.M. (Local Time) Wednesday, July 1, 2009** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **PROJECT 09-7, BEL-WAS 103-2.67 BRIDGE REPLACEMENT PROJECT**, then at said office publicly opened and read aloud.

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

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

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

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project must be completed by December 18, 2009.

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

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

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

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

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

By order of the Board of Commissioners
of Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk

Times Leader Advertisement: Two (2) Tuesdays: **June 16, 2009 and June 23, 2009**

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE SIGNING AND SUBMITTAL OF THE AMENDMENT TO PROJECT AGREEMENT CRT03/OPWC PROJECT BEL-10-19.13 BRIDGE REPLACEMENT

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commission President Charles R. Probst, Jr. to sign and submit the Amendment to Project Agreement CRT03 issued to Belmont County on July 1, 2008 regarding the OPWC project titled BEL-10-19.13 Bridge Replacement; terms of the original agreement shall be modified as follows:

The scope of this project shall be modified as follows: Delete bridge BEL-10-19.13; replace with bridge BEL-56-33.03. The original grant award of \$384,800 remains unchanged.

Note: The original agreement was for the Barton-Blaine Bridge project which came in over the Engineer's estimate. Mr. Bennett requested and was granted permission from OPWC to use the same funds for the Maynard Bridge Replacement Project.

AMENDMENT TO PROJECT AGREEMENT CRT03

The amendment described below shall be part of the Project Agreement, issued to **Belmont County**, on **July 01, 2008**, regarding the Ohio Public Works Commission project titled **BEL-10-19.13 Bridge Replacement**, identified by Control Number **CRT03**, 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 with recommendation of the District Eighteen Public Works Integrating Committee, this amendment, upon execution by recipient and grantor, shall modify the terms of the original agreement as follows:

The scope of the project shall be modified as follows: Delete bridge BEL-10-19.13; replace with bridge BEL-56-33.03.

The original grant award of \$384,800 remains unchanged.

The participation percentages remain unchanged: OPWC at 74%, Local Share at 26%, as indicated on the Attached Appendix E.

RECIPIENT
BELMONT COUNTY

GRANTOR
STATE OF OHIO
OHIO PUBLIC WORKS COMMISSION

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

Paul Michael Miller /s/
Michael Miller, Director

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH OHIO-WEST VIRGINIA EXCAVATING CO./ ENGINEER PROJECT 09-3 BEL-4-24.26 OPWC BRIDGE REPLACEMENT PROJECT (CO. HWY. 4, COLERAIN PIKE)

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a contract, on behalf of the Belmont County Engineer, with Ohio-West Virginia Excavating Company for Project 09-3 BEL-4-24.26 O.P.W.C. Bridge Replacement Project, (County Highway 4, Colerain Pike) in the amount of \$91,385.00.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BEL - 4 - 24.26 BRIDGE REPLACEMENT PROJECT
PROJECT #09-3
O.P.W.C. PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 10TH day of JUNE, 2009 between **OHIO-WEST VIRGINIA EXCAVATING COMPANY**, P.O. Box 128, Powhatan Point, Ohio 43942 and Charles Probst, Jr., Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** hereby agrees to furnish all service, labor, material and equipment necessary to remove and construct a new bridge and perform all associated roadway, grading, drainage and other related work described in the bid documents.

Methods of Construction, Composition and Preparation of Materials shall conform to the 2002 edition of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	BEL - 4 - 24.26	LUMP SUM	\$91,385.00
	TOTAL		\$91,385.00

County will certify \$59,985.00 of the \$91,385.00.

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 **OHIO-WEST VIRGINIA EXCAVATING COMPANY** 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
Matt Coffland /s/
Charles R. Probst, Jr. /s/

OHIO-WEST VIRGINIA EXCAVATING CO
 BY: W. Roger Lewis /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING RENEWAL OF VENDOR AGREEMENTS WITH NEFFS FIRE DEPT. AND BARNESVILLE TAXI SERVICE ON BEHALF OF BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Probst enter into a renewal of the Vendor Agreements with Neffs Fire Department and Barnesville Taxi Service, on behalf of the Belmont County Department of Job and Family Services, to provide transportation services for eligible Title XIX clients, effective July 1, 2009 through June 30, 2010 in the maximum billable amount or \$24,500.00.

Note: To provide transportation for Medicaid recipients who have no other means of transportation to various medical facilities.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
 VENDOR AGREEMENT**

This agreement to provide transportation is made and entered into this 30th day of April, 2009 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Neffs Fire Department, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2009 through June 30, 2010 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Belmont County Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- o The Department of Job and Family Services agrees to pay the Provider \$ 2.00 per mile and \$10.00 per hour wait time that the driver needs to wait for a client. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip.
- o The maximum amount billable under this agreement is \$ 24,500.00.
- o The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- o The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- o The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- o Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 6th day of May, 2009.

Signature Dwayne Pielech /s/
 Dept. of Job and Family Services

Signature John (?)/s/
 Provider Signature

Belmont County Department of Job and Family Services
 Division of Social Services
 310 Fox-Shannon Place
 St. Clairsville, Ohio 43950
 (740) 695-1074

Date 5-26-09

Date 5-6-09

Signature Matt Coffland /s/ Date 6/10/09
 Signature Charles R. Probst, Jr. /s/ Date 6/10/09
 Signature Ginny Favede /s/ Date 6/10/09
 Belmont County Commissioners
 Approved as to form David K. Liberati /s/ Assistant Date 6/10/09
 Prosecutor

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
 VENDOR AGREEMENT**

This agreement to provide transportation is made and entered into this 26th day of May, 2009 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Taxi Service, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2009 through June 30, 2010 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- o The Department of Job and Family Services agrees to pay the Provider \$ 2.00 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$10.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip.
- o The maximum amount billable under this agreement is \$ 24,500.00.
- o The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- o The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- o The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- o Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 29th day of May, 2009.

Signature Dwayne Pielech /s/ Signature Aaron K. Wildman /s/
 Dept. of Job and Family Services Provider Signature

Belmont County Department of Job and Family Services
 Division of Social Services
 310 Fox-Shannon Place
 St. Clairsville, Ohio 43950
 (740) 695-1074

Date 6-3-09 Date 29 May 2009
 Signature Matt Coffland /s/ Date 6/10/09
 Signature Charles R. Probst, Jr. /s/ Date 6/10/09
 Signature Ginny Favede /s/ Date 6/10/09
 Belmont County Commissioners

Approved as to form David K. Liberati /s/ Assistant Date 6/10/09
 Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENT TO THE
2008-2009 VENDOR AGREEMENT WITH NEFFS FIRE DEPT.
ON BEHALF OF BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve an Amendment to the 2008-2009 Vendor Agreement with Neffs Fire Department, on behalf of Belmont County Department of Job & Family Services, to increase the maximum amount from \$20,000.00 to \$24,900.00 for the contract expiring June 30, 2009.

**AMENDMENT TO VENDOR AGREEMENT
WITH NEFFS FIRE DEPARTMENT**

The parties agree to increase the maximum amount of the agreement from \$20,000.00 to \$24,900.00 due to increases in the cost of fuel and usage.

All other terms of the agreement remain unchanged.

This amendment takes effect upon signature of all parties.

<u>Dwayne Pielech /s/</u>	<u>5-26-09</u>
Dwayne Pielech, Director	Date
<u>John (?) /s/</u>	<u>5-21-09</u>
Authorized Vendor	Date
<u>Matt Coffland /s/</u>	<u>6/10/09</u>
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>6/10/09</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>6/10/09</u>
Belmont County Commissioner	Date
Approved as to Form:	
<u>David K. Liberati /s/ (Assistant)</u>	<u>6-5-09</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUISITION NO. 3
(FINAL) FOR BCSSD CONTRACT NO. 1 – GRAHAM AND NEFFS
WATER STORAGE TANKS RECOATING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign Pay Requisition No. 3 (Final) for the Belmont County Sanitary Sewer District's Contract No. 1-Graham and Neffs Water Storage Tanks Recoating Project as follows, based upon the recommendation of Mark Esposito, Director, and Jeff Vaughn, Project Engineer.

- o Central Painting & Sandblasting, Inc. \$ 88,465.00
8543 Riverland Ave. S.W.
Navarre, OH 44662
- o Vaughn, Coast & Vaughn, Inc. \$ 5,350.00
St. Clairsville, OH

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
CERTIFICATE OF SUBSTANTIAL COMPLETION FOR
CENTRAL PAINTING & SANDBLASTING, INC./BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the **Certificate of Substantial Completion** for Central Painting & Sandblasting, Inc. for the Belmont County Sanitary Sewer District's Graham Water Storage Tank recoating project, based upon the recommendation of Mark Esposito, Director and Jeff Vaughn, Project Engineer; Date of Substantial Completion: May 26, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM
HAMMONTREE & ASSOCIATES, LTD., FOR THE MT.
VICTORY WATER LINE PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to accept the Proposal for Engineering Design, Bidding Services and Construction Service Costs from Hammontree & Associates, Limited for the Mt. Victory Waterline Project as follows:

Note: Fee to finalize the design of the entire project and to complete associated bidding services for 8% of the lowest and best bid amount including alternates. Fee during construction: 5.3% of actual construction costs.

June 3, 2009

Belmont County Commissioners

PO Box 457
St. Clairsville, OH 43950
Attn: **Charles Probst - President**

**Re: Mt. Victory Waterline Project
Proposal for Engineering Design, Bidding Services & Construction
Services Costs**

Dear Mr. Probst:

We wish to congratulate the County on receiving stimulus funding from the American Recovery and Reinvestment Act for the Mt. Victory waterline project. With the notification from Ohio EPA that the County will receive approximately \$1,900,000 in funding, the County wants to proceed with construction of a waterline for the project. We are providing a summary of our proposed design, bidding, and construction period tasks to complete the waterline project. This letter serves as our proposal to complete the work as well as a modification to our existing agreement with Belmont County. The project includes a new waterline along Mt. Victory Road between West Pipe Creek Road (T.R.238) in Jacobsburg and Cove Road (T.R.133) in York Township. Additional sections of line may also be designed and constructed as part of this project.

Work on the design of the project was initiated in January, 2004. The design work continued until August, 2005 at which time we were directed to cease work by Dave Grum, project coordinator at the time. The design plans were not completed for the entire length and the technical and

front end specifications had not been started at that time. This work was authorized and performed in accordance with our original agreement between Hammontree and the Belmont County Commissioners that was authorized in 2000. Based upon discussions with OEPA DEFA, the County can be reimbursed for previously paid invoices for the design of this project. The reimbursement can come from the loan portion of the project funding.

Based on the current construction cost estimate for the waterline and an adjustment in the recommended percentage for design fees, our fee to finalize the design of the entire project and to complete associated bidding services for 8 percent (8%) of the lowest and best bid amount including alternates. This fee includes the cost for the design work on the waterline project that has been completed to date. Specific items that need to be completed prior to submitting the plans to Ohio EPA for approval include:

1. Design plans had previously been completed to just past the switchback on C.R. 56 in Section 29 of York Township. Final plan sheets need to be completed for the remainder of the project to Cove Road in York Township. This includes design of two pressure reducing valve vaults and metering vault as well as preparation of technical specifications.
2. In a letter dated May 8, 2009 from Mr. Kelly Porter of the Sewer District, a decision has been made to use 8-inch and 12-inch waterlines. We need to revise the plans to reflect 8-inch waterline and revise estimated quantities.
3. We will prepare plans for additional sections of waterline as alternates that may be constructed depending on available project funding. These sections will include portions of Township Road 616 (Brunner Road) and York Twp. Road 132 (Little Captina Creek).
4. The plans were originally prepared a number of years ago. We need to perform a field check to update the mapping and verify current field conditions.
5. We need to revise the plans at a "cross-country" portion of the waterline because of its location and proximity to slip areas along the original proposed route. This location is at the switch back mentioned in Item 1. The proposed line will be relocated along a new route determined when we viewed the project site on March 19, 2009 with Mark Esposito and Kelly Porter.
6. We will complete the front end specifications (i.e. bid information, etc.) and include any special forms, requirements and/or specifications required by the OEPA and ARRA.
7. Attend a meeting with representatives of the OEPA and Sanitary Sewer District to discuss project and funding requirements.
8. We will assist with bidding services including answering contractor's questions during the bidding period, attending a pre-bid meeting, issuing addendums, attending the bid opening, reviewing the submitted bids, preparing a bid tabulation, and making a recommendation of award to the Commissioners.

The following outlines the services that we will provide as part of our services during construction. These services will be completed in accordance with our original agreement from 2000. We will complete these items base on a percentage (5.3%) of actual construction costs. Specific tasks to be completed include:

1. Schedule and attend a pre-construction meeting. We will facilitate the meeting and provide minutes.
2. Review shop drawings.
3. Review and respond to contractor's request for information and where necessary issue appropriate change orders.
4. Facilitate project progress meetings when deemed appropriate.
5. Provide on-site resident construction observation services on a full-time time basis. This proposal and agreement modification is based upon providing construction observation for a maximum of 40 hours per week. The plans and specifications will require the contractor to pay Hammontree to observe the construction for all hours over 40 per week that the contractor chooses to work.

We appreciate your confidence in our firm and look forward to working with you on the project. If you have any questions or desire additional information, please do not hesitate to contact us. If you find the proposal to be satisfactory, sign both copies of this letter agreement. Keep one copy for your file and return one tour office.

Sincerely,

HAMMONTREE & ASSOCIATES, LIMITED

Keith A. Bennett /s/
Keith A. Bennett, P.E., P.S.
President

Thomas R. Powell /s/
Thomas R. Powell, P.E.
Project Manager

Enclosure: As stated

Charles R. Probst, Jr. /s/

Authorized Signature

Charles R. Probst, Jr. – County Commissioner

Printed Name and Title of Signee

6-10-09

Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR BCSSD MT. VICTORY ROAD WATER LINE EXTENSION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Probst to advertise for bids for the Belmont County Sanitary Sewer District's Contract 2009-1 for the Mt. Victory Road waterline extension project, based upon the recommendation of Mark Esposito, BCSSD Director and authorize the Clerk of the Board to proceed with the required Notice to Bidders as follows:

- Main Project: Waterline Extension for Areas along County Road 5 (Ramsey Ridge Road) and County Road 56 (Mt. Victory Road) in Smith Township (Sections 1 and 2), Mead Township (Sections 30, 31 and 36) and York Township (Sections 8, 9, 15, 16, 22, 23 and 29).
- Alternate A: Waterline Extension for Areas along Township Road 132 (Little Captina Road) in York Township (Sections 9, 10 and 16).
- Alternate B: Waterline Extension for Areas along Township Road 616 (Brunner Road) in Mead Township (Section 30) and York Township (Section 29).

Note: This is Phase I of the project which will start in Jacobsburg and end at Cove Road. Project will be funded through the Water Supply Revolving Loan and American Recovery and Reinvestment Act administered by the Ohio EPA.

NOTICE TO BIDDERS

BELMONT COUNTY SANITARY SEWER DISTRICT

BELMONT COUNTY, OHIO

Please Note: Belmont County will not accept and/or consider any bid as an official bid unless said bidder has picked up and/or received a bid package from Hammontree & Associates, Limited. Therefore, if you obtain and/or receive a bid package from anyone other than Hammontree & Associates, Limited, your bid will be rejected.

Sealed bids for construction of the following contract:

Contract 2009-1:

Main Project: Waterline Extension for Areas along County Road 5 (Ramsey Ridge Road) and County Road 56 (Mt. Victory Road) in Smith Township (Sections 1 and 2), Mead Township (Sections 30, 31 and 36) and York Township (Sections 8, 9, 15, 16, 22, 23 and 29).

Alternate A: Waterline Extension for Areas along Township Road 132 (Little Captina Road) in York Township (Sections 9, 10 and 16).

Alternate B: Waterline Extension for Areas along Township Road 616 (Brunner Road) in Mead Township (Section 30) and York Township (Section 29).

will be received by the **BELMONT COUNTY COMMISSIONERS** at the Commissioners' office, Belmont County Courthouse, 101 W. Main St., St. Clairsville, Ohio 43950 until **July 15, 2009** at **11:15 A.M.**, local prevailing time, and then at said office, publicly opened by the Board of Commissioners and read aloud.

A MANDATORY PRE-BID MEETING will be held on **July 7, 2009, at 10 A.M. at the County's EMA Building, 68329 Bannock Road, St. Clairsville, Ohio 43950.**

The Instructions to Bidders, Form of Bid, Form of Contract, Specifications and Forms of Bid Bond, Performance Bond and Payment Bond may be examined at the following:

1. McGraw Hill Construction, F.W. Dodge Co.
600 Waterfront Dr., Suite 200
Pittsburgh, PA 15222-4717
2. McGraw Hill Construction, F.W. Dodge Co.
1175 Dublin Road
Columbus, OH 43215-1073
3. Builders Exchange of East Central Ohio
2521 34th Street NE
Canton, OH 44705
4. Builders Exchange
981 Keynote Circle, Suite 1
Brooklyn Heights, OH 44131
5. OVCEC
21 Armory Drive
Wheeling, WV 26003
6. Hammontree & Associates, Limited
5233 Stoneham Road,
North Canton, OH 44720-1594
7. Belmont County Commissioners
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Method of Bidding will be as follows:

CONTRACT 2009-1 – WATERLINE EXTENSION:

Main Project: Unit price to construct approximately 52,469 feet of 8-inch PVC waterline n County Road 5 (Ramsey Ridge Road) and County Road 56 (Mt. Victory Road) in Smith, Mead and York Townships. The project includes valves, hydrants, water service connections, a pressure-reducing valve vault, a flow meter vault and appurtenances.

Alternate 'A': Unit price to construct approximately 7,450 feet of 6" PVC waterline on Township Road 132 (Little Captina Road) in York Township. The project includes valves, hydrants, water service connections and appurtenances.

Alternate 'B': Unit price to construct approximately 3,760 feet of 6" PVC waterline on Township Road 616 (Brunner Road) in Mead and York Townships. The project includes valves, hydrants, water service connections and appurtenances.

Bidding Documents may be obtained from the office of Hammontree & Associates, Limited, 5233 Stoneham Road, North Canton, OH. 44720-1594. Telephone (330) 499-8817.

A payment will be required for the Bidding Documents.

Individual Contract Plan Sets & Specifications **\$100.00 (No Refund)**

The above stated payment is required before the documents can be made available.

The owner reserves the right to waive any informalities or to reject any or all bids.

Bidders must comply with the following:

- A. "Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services."
- B. A Resolution passed by the Belmont County Board of Commissioners on March 16, 2001, entitled, "Protecting Our Workers and to Take All Necessary Measures to Halt the Injurious Dumping of Foreign Steel in Belmont County Ohio." Copies of this resolution may be obtained from the Clerk of the Board of Commissioners.
- C. This project is being funded with monies made available by the American Recovery and Reinvestment Act (ARRA) and such law contains provisions commonly known as "Buy American" that requires all of the iron, steel and manufactured goods used in the project be produced in the United States ("Buy American Requirements"). The successful Bidder will have to provide an acknowledgement that they have reviewed, understand and will comply with the "Buy American Requirements" and a certification that all of the iron, steel and manufactured goods comply with this law.
If a waiver from the "Buy American Requirements" is requested, it will be the successful Bidder's responsibility to provide the information and certification to support this waiver.
- D. The successful bidder will be required to conform to all provisions of the federal Davis-Bacon and Related Acts (The Act) which requires that all laborers and mechanics employed by contractors and subcontractors performing on federally assisted contracts under the related acts) in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.
- E. The monies from the American Recovery and Reinvestment Act (ARRA) are being funded through the Ohio EPA's Division of Environmental and Financial Assistance (DEFA) with their Water Supply Revolving Loan Account (WSRLA) and the Ohio Water Development Authority (OWDA). The WSRLA has requirements for good faith efforts (with documentation) to use Disadvantaged Business Enterprises (DBE), including Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). Information on this program is located in the "Supplemental Conditions" of this project manual.
- F. The State of Ohio – "Connecting Low Income Ohioans with Job Opportunities – Guidance for Recipients" (Attachment D) must be followed during construction of the project.
- G. Government Business and Funding Contracts in accordance with Ohio Revised Code 2909.23.
- H. This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the service of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

Each bidder must submit with his bid, security in the amount, form and subject to the conditions provided in the Information for bidders. This project requires a 100% security amount.

Each bidder must complete Exhibit A of the bidding documents in its entirety. Bids received without complete answers to the fifteen questions will not be accepted.

No Bidder may withdraw his bid within **60 days** after the actual date of the opening thereof.

“The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

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

By order of: BELMONT COUNTY COMMISSIONERS
Jayne Long, Clerk
Address for Bids: Belmont County Commissioners
Belmont County Courthouse
101 W. Main Street
St. Clairsville, OH 43950

Times Leader-Adv. (3) Mondays: June 15, June 22, and June 29, 2009

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING APPOINTMENT AND REAPPOINTMENT TO THE MENTAL HEALTH AND RECOVERY BOARD

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following appointment and reappointment to the Mental Health and Recovery Board, for a four year term commencing July 1, 2009 and ending June 30, 2013, based upon the recommendation of the members of the Mental Health and Recovery Board:

Appointment-John R. Shaver, Shadyside, Ohio
Reappointment-Randy Proctor, St. Clairsville, Ohio

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TRANSFER OF MONIES FROM THE GENERAL FUND TO THE S33 DISTRICT DETENTION HOME FUND

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the transfer of \$100,000.00 from the Belmont County General fund to the S33 District Detention Home fund for 3rd quarter 2009 expenses.

Upon roll call the vote was as follows:

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

Note: Commissioner Probst noted they are making their request for the 3rd quarter allocation early.

IN THE MATTER OF ENTERING EXECUTIVE SESSION

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session at 1:42 p.m. with David Brooks, CORSA, Belmont County Prosecutor Chris Berhalter, and Assistant Prosecutor David Liberati pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending litigation.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session at 3:35 p.m. with David Brooks, CORSA, Belmont County Prosecutor Chris Berhalter, and Assistant Prosecutor David Liberati pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending litigation.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN.

BOARD WILL RECONVENE TOMORROW, JUNE 11, 2009, FOR EXECUTIVE SESSION WITH ATTORNEY DAVID KESSLER AND SHERIFF FRED THOMPSON.

JUNE 11, 2009, RECONVENED AT 10:55 A.M. WITH ALL COMMISSIONERS PRESENT.

IN THE MATTER OF ENTERING EXECUTIVE SESSION

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session at 10:55 a.m. with Attorney David Kessler of Blaugrund, Herbert & Martin, Inc. and Sheriff Fred Thompson pursuant to O.R.C. 121.22(G)(4) Collective Bargaining for the purpose of “preparing for, conducting, or reviewing the negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.”

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session at 12:20 p.m. with Attorney David Kessler of Blaugrund, Herbert & Martin, Inc. and Sheriff Fred Thompson pursuant to O.R.C. 121.22(G)(4) Collective Bargaining for the purposes of “preparing for, conducting, or reviewing the negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.”

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: SHERIFF’S DEPARTMENT - Present for this discussion were reporters from News 9, Channel 7, Al Molnar of The Intelligencer, Sheriff Thompson and the Commissioners. Commissioner Probst informed all of the executive session held this morning with Attorney David Kessler and Sheriff Thompson to continue to work through the process of funding the Sheriff’s Department now and in the future. He explained, as everyone knows, sales tax revenues continue to decline and that is somewhat what has put us in this situation today with the funding shortages for the Sheriff’s Department along with all the other county agencies. He reminded everyone that all other county agencies have been cut also. He said the meeting went well with a spirit of cooperation and all parties working together. Nonetheless, it looks like substantial cuts will need to be made in the Sheriff’s Department beginning very soon. The board will continue to work with the County Auditor to see how much money he can certify to keep the operations at the Sheriff’s Department moving forward as long as we can. Our attorneys have been working with the deputies to see what costs saving measures that the union could take to help us through this crisis that we are going through now financially. Commissioner Probst said the deputies have chosen not to initiate any cost savings measures, therefore, now it is going to be a lot harder to find additional monies. The board thought if they would have made some cuts, short term, and also work with the County Auditor to see what money his staff could come up with and certify to us, we could appropriate to the Sheriff’s Department. We felt with all parties working together we would be able to keep the jail open and also to keep the road deputies on the road for protection of our citizens. After our meeting today, our attorneys are going to meet with the Sheriff and his financial people and we are going to continue to move forward. We will know more tomorrow after meeting with the Auditor to see what money he certifies. At that point our legal counsel is going to help the Sheriff work through the process of the lay offs and the additional cuts that need to be made now and into the future. We need to find enough money to put in the salary line items for the next 3 to 4 pay periods. We think we can do that, but beyond that we are not sure. With the deputies choosing now not to take any cost saving measures, again we will go back to the County Auditor and let him know that, and see what his recommendations may be to find additional funding. It’s a sad situation, but we are continuing to work through it. Mr. Probst said he felt it was the fault of no one, but the economics of today worldwide. He said revenues are down; people are not buying, which drives Belmont County’s economy. Mr. Probst continued, “When our sales tax revenues are up, we live pretty comfortably here in Belmont County. As the Commission has said all along, we don’t want to see anyone laid off. These are tough decisions in tough economic times.”

Reporter D.K. Wright asked that since the deputies turned down the offer to cut, does that mean the jail might not be open? Commissioner Probst replied that the Board feels they are going to be able to keep the jail open, but he does not want to speak for the Sheriff. He said the staffing at the jail is going to be downsized just a little to help with the costs associated with running the jail. The Sheriff has come up with a few other cost saving measures which should help, but it’s not a cure all. The Commission has asked the Sheriff to do all he can to keep our jail operations moving, but just as important is to keep our road deputies on the road.

Reporter Ashley Coe asked if the part-time deputies had been laid off. Mr. Probst advised that the Sheriff notified the board that the notices went out yesterday. She also asked how many pay periods could be covered. Commissioner Coffland stated it was his understanding as of now only one more pay period could be covered. Commissioner Probst said by next week information should be available to know what funds, if any, will be certified by the Auditor and what cuts the Sheriff is planning on making within his department. Ten (10) part-time deputies will be laid off according to the Sheriff and beyond that substantial cuts will need to be made in the very near future. He said once we meet again next week with legal counsel, the Sheriff and the Auditor, possibly the 10 day lay off notices will go out. A meeting is set up tomorrow between the Commissioners and the Auditor as an executive session in an effort to find any additional monies available. Mr. Probst asked the Sheriff if he wished to make any comments and if the information given was accurate. The Sheriff did not make any comment and agreed the information was correct. Lastly, the board was asked what cost saving measures the deputies were asked to make. Commissioners Probst advised he was not able to comment as that information is between the FOP and the attorneys. He said he could not comment on labor negotiations.

IN THE MATTER OF ENTERING EXECUTIVE SESSION

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the hiring of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the hiring of a public employee.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTION WAS TAKEN:

**IN THE MATTER OF AUTHORIZING THE
PARK HEALTH ADMINISTRATOR TO
HIRE RE: MARKETING DIRECTOR**

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the following resolution:
Whereas, the current Administrator of Belmont County-Park Health Center has requested approval to hire Heather Balcar as a full-time, temporary employee in the position of Marketing Director, for a period not to exceed one hundred and twenty (120) days at a biweekly salary of \$699.20; and
Whereas, the previous admissions person at the Facility is no longer employed there and an increase in the census at the Facility would benefit the County,
Be it resolved that the Administrator is authorized to hire Heather Balcar into the position of Marketing Director, at a bi-weekly salary of \$699.20, as an unclassified temporary appointee for a period not to exceed one hundred and twenty (120) days; and the Administrator is further respectfully directed to execute and distribute the necessary documents to accomplish same, if and when she is hired.

Upon roll call the vote was as follows:

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

**FRIDAY, JUNE 12, 2009 – RECONVENED AT 10:40 A.M. PRESENT: COMMISSIONERS FAVEDE AND COFFLAND.
ABSENT: COMMISSIONER PROBST**

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with County Auditor Joseph Pappano, Chief Deputy Auditor Andy Sutak, Fiscal Manager Cindi Henry, Sheila Turner and Betty Timko pursuant to ORC 121.(G)(1) Personnel Exception to discuss compensation of public employees.

Upon roll call the vote was as follows:

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

Note: Commissioner Probst entered meeting during executive session and Commissioner Coffland exited during executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn executive session at 3:20 p.m. with County Auditor Joseph Pappano, Chief Deputy Auditor Andy Sutak, Fiscal Manager Cindi Henry, Sheila Turner and Betty Timko pursuant to ORC 121.(G)(1) Personnel Exception to discuss compensation of public employees.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN.

**IN THE MATTER OF RESCINDING A SCHEDULED
WAGE INCREASE FOR THE NON-BARGAINING
UNIT EMPLOYEES OF THE BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made Commissioner Favede, seconded by Commissioner Probst to adopt the following:

RESOLUTION

WHEREAS, the Ohio Revised Code empowers the Belmont County Board of Commissioners to establish and set benefit levels for the Belmont County Department of Job and Family Services’ non-bargaining unit employees, and;
WHEREAS, the Belmont Board of Commissioners has previously authorized a three (3) percent wage increase for the agency’s non-bargaining unit employees as per the Board resolution dated April 30, 2008, and;
WHEREAS, the Director of Belmont County Department of Job and Family Services has previously waived his annual wage increase; and
WHEREAS, the Belmont County Department of Job and Family Services’ non-bargaining unit employees have unanimously voted to waive said wage increase in order to reduce agency costs resulting from cuts in funding in an effort to maintain staff levels and agency service levels;
NOW, THEREFORE, BE IT RESOLVED that the Belmont County Board of Commissioners does hereby rescind said wage increase for BCDJFS non-bargaining unit employees as per their request. In addition, the Board commends the non-bargaining unit employees for their unselfish action given the current economic situation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION TO ENTER INTO
THE FIRST AMENDMENT TO LEASE AGREEMENT
RE: PARK HEALTH CENTER**

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

RESOLUTION

WHEREAS, as of April 9, 2009, the Board of County Commissioners of Belmont County, Ohio (hereinafter, "the Commissioners") entered into a lease and purchase agreement with Park Health Realty, LLC and DC Healthcare Enterprises, LLC, under which Park Health Realty will lease and purchase the Belmont County Park Health Center (the "Facility") and sublease the Facility to DC Healthcare Enterprises, LLC, who will operate it; and
WHEREAS, the commencement of the lease has been delayed due to the State of Ohio nursing home licensing process; and
WHEREAS, it would benefit the County to amend the lease to further accommodate that process and to allow for the possibility of extending the collective bargaining agreement that covers the employees at the Facility accordingly,
BE IT RESOLVED that the Commissioners enter into the attached First Amendment to Lease Agreement, regarding the above-mentioned lease.

Upon roll call the vote was as follows:

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

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the "Amendment") is made and entered into as of the 12th day of June, 2009, by and among Belmont County, Ohio Board of County Commissioners ("Landlord"), Park Health Realty, LLC, an Ohio limited liability company ("Tenant"), DC Healthcare Enterprises, LLC, an Ohio limited liability company ("DC Healthcare"), and Frank Murphy, a natural person ("Guarantor").

RECITALS

WHEREAS, Landlord, Tenant, DC Healthcare, and Guarantor have entered into a lease (the "Lease") dated the 9th Day of April, 2009 for that certain county nursing home located at 100 Pine Avenue, St. Clairsville, Ohio 43950; and

WHEREAS, Landlord, Tenant, DC Healthcare, and Guarantor desire to modify the Lease as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Tenant, DC Healthcare, and Guarantor hereby agree as follows:

- 1. Incorporation of Recitals. The aforesaid Recitals are hereby incorporated into this Amendment as if fully set forth in this Paragraph 1.
2. Amendment to Lease. The Lease is hereby amended as follows (stricken language shown as stricken through and added language shown as bold and italicized):
A. Section 1.01(B) of the Lease is amended to read: All of the right, title and interest in and to the right to operate all of the one hundred (100) nursing home beds located at the Facility ("Beds"); provided, however, that notwithstanding anything to the contrary contained herein, the parties to this Lease agree as a matter of clarification that Tenant will seek an ODH (as hereinafter defined) nursing home license with respect to the ninety-nine (99) of the Beds that are Medicare and Medicaid certified, not all one hundred (100) of the Beds.
B. The last paragraph of Section 1.01 is amended to read: Subject to the conditions precedent set forth in Article 20, Tenant will operate the Leased Premises only as a skilled nursing facility and uses normally incident thereto and for no other purpose, for a term of five (5) months commencing on May 1, 2009, the day following the satisfaction or waiver of the conditions precedent to this Lease stated herein (including, but not limited to, the ODH having issued Tenant a paper copy of an ODH nursing home license for the Facility and Landlord having laid off the Facility's employees as county nursing home employees) and ending on September 30, 2009, with rent payable as specified in Article 2.
C. Section 2.01 is amended to read: Minimum Rent. As monthly rent for the Leased Premises during the initial term of this Lease, Tenant must pay Landlord at such place as Landlord from time to time designates in writing the minimum sum of Thirty-Two Thousand Five Hundred and 00/100 Dollars (\$32,500.00) per month One Hundred and Sixty Two Thousand Five Hundred Dollars (\$162,500.00) for the total five (5) months, payable without demand and without setoff or deduction, in equal monthly installments of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) no later than the twentieth (20th) day of each calendar month during the term of this Lease. The rent for the Leased Premises during any renewal term shall be Thirty Two Thousand Five Hundred Dollars (\$32,500.00) per month and shall be payable as set forth in this Section 2.01, beginning on the first date of the renewal term through the expiration of the renewal term. Rent for any period less than a calendar month shall be prorated on a daily basis. Unless the parties expressly agree in writing to the contrary, no payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.
D. Section 22.04 is amended to read: Sole Agreement of the Parties. This Lease constitutes the sole and only agreement of the parties hereto except for (1) the Purchase Agreement, (2) the PHI Agreement and the written agreements of the parties in furtherance thereof, and (3) Tenant's obligations under the ITB, and except for the Purchase Agreement, the PHI Agreement (and written agreements in furtherance thereof), and the ITB, this Lease supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.
E. Section 22.15 is amended to read: Landlord's Knowledge. For the purposes of this Lease, a fact or circumstance shall be within "Landlord's knowledge" if Commissioner Ginny Favede, Commissioner Charles Probst, Commissioner Matt Coffland, and/or Michael Maistros (during his term as the existing administrator of the Facility) is aware or has actual knowledge of the fact or circumstance or has received actual notice of the fact or circumstance.
F. The paragraph entitled "Schedule B(2) Non-Asterisked Contracts" in Exhibit B is amended to read: Landlord will give a thirty (30) day (or as otherwise required by the applicable contract) written notice of contract termination to each of the non-asterisked vendors listed in Schedule B(2) above as soon as possible after Landlord has received notice that Tenant has received a physical copy of an ODH nursing home license for the Facility and prior to the commencement of the term of this Lease in late April, 2009 so Tenant has an opportunity, if it so chooses, to negotiate terms and conditions of potential new contracts with those vendors. Landlord shall be responsible for all obligations and expenses arising under such contracts attributable to the period prior to the commencement date of the Lease, and Tenant shall be responsible for all obligations and expenses arising under such contracts attributable to the period on and after the commencement date of the Lease.
G. Section 15.06 is amended to read: Collective Bargaining Agreement. Tenant agrees to be bound as a successor-employer by the collective bargaining agreement ("CBA") between Park Health Center and Dist. 1199, Service Employees International Union ("Union"), dated May 2, 2006, in accordance with Article 35 of the CBA. Notwithstanding anything to the contrary contained herein, without limiting any other provision of this Lease, and conditioned upon the Union's agreement to extend the CBA, the parties acknowledge that the Landlord and Union shall extend the term of the CBA for up to one (1) month beyond the end of the term specified in the CBA, upon the exact same terms and conditions as set forth in the CBA and currently in effect, or if for some unforeseen reason the Lease does not commence by July 1, 2009 then the extension shall be for up to one (1) month beyond the commencement date of this Lease. Landlord shall not approve an extension of the CBA for a longer period of time than specified in this Section.
3. Entire Agreement. Landlord, Tenant, DC Healthcare, and Guarantor hereby acknowledge that: (A) there are no other agreements or representations, either oral or written, express or implied, relating to the Amendment except as set forth herein and in the other documents executed in connection with this Amendment.
4. Full Force and Effect; Inconsistency. Except as modified herein, the terms, conditions, and covenants of the Lease shall remain unchanged and otherwise in full force and effect. In the event of any consistency between this Amendment and the Lease, the terms of this Amendment shall control.
5. Further Assurances. Landlord, Tenant, DC Healthcare, and Guarantor do hereby further covenant and agree to execute any and all other documents reasonably required by the other party(ies) to reflect the modification of the Lease as provided herein.

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

LANDLORD: Belmont County, Ohio Board of County Commissioners

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

Matt Coffland, Commissioner

Ginny Favede /s/

Ginny Favede, Commissioner

Approved as to form: David K. Liberati /s/ Belmont County Prosecutor 6-12-09 Date

June 10, 2009

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 3:25 P.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting at 3:25 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 17th day of June, 2009.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK