

St. Clairsville, Ohio

May 13, 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. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Columbia Gas	Misc. April Service/General Fund	2,084.73
A-Columbus Renaissance Hotel	Hotel-Conference/General Fund	387.00
A-Data Communications	Video Conference System/General Fund	9,378.13
A-Digital Data Communications	April Contract Services/General Fund	12,416.66
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Government Finance Officers Assoc.	Membership Fees-Auditor/General Fund	595.00
A-Redwood Toxicology	Drug testing/General Fund	421.50
A-Riesbeck's	Water-Common Pleas Ct./General Fund	11.97
A-ZEL Properties	May Rent-100 W. Main/General Fund	4,500.00
B-Crossroads Counseling	Counseling-Northern Ct./Indigent Drivers Alcohol Fund	3,922.20
C-Hanlon, Estadt, McCormick & Schramm	Attorney Fees/Indigent Guardianship Fund	1,147.50
C-Hanlon, Estadt, McCormick & Schramm	Attorney Fees/Indigent Guardianship Fund	693.75
G-Belmont Co. Tourism Council	May Operating Expenses/Lodging Excise Tax Fund	20,000.00
K-U. S. Bridge	Bridge Beams/Engineer MVGT Fund	24,712.00
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	169.32
M-ALLTEL	Utilities/Intake Coord.- Juvenile Ct. Fund	352.12
M-Keystone Richland Center	Placement/Placement Services-Juvenile Court Fund	6,150.00
M-North Point	Counseling/Care & Custody-Juvenile Court Fund	11,419.00
P-Ace Disposal	April Service/Oakview Administration Bldg. Fund	92.19
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	38,749.78
P-Renee' Wilson	Travel & Expenses/BCSSD Funds	144.00
S-Belco Works	Shredded documents/Certificate of Title Admn Fund	12.10
S-Beth Andes, MS, PCC	Contract Services-GS/District Detention Home Fund	1,610.00
S-Columbus Renaissance Hotel	Hotel-Conference/Western Ct. Gen. Special Projects Fund	450.00
S-Comcast	Internet/Clerk of Courts Computer Fund	160.00
S-Comcast	Internet/Northern Div. Ct. Computer Fund	149.80
S-Sunoco, Inc.	Travel & Training-GS/District Detention Home Fund	340.60

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for May 13, 2009 as follow:

FUND	AMOUNT
A-GENERAL	\$6,834.91; \$1,102.56; \$17,155.26; \$866.26
A-GENERAL/ATTORNEY FEES	\$10,714.14
A-GENERAL/SHERIFF	\$4,141.24
B-Dog and Kennel	\$717.19
H-County Home, Park Health	\$25,370.96; \$82,054.90
H-Job & Family, Public Assistance	\$7,095.85; \$17,714.81; \$68,479.73; \$51.00; \$176.00; \$118.17; \$8,472.00; \$319.48
H-Job & Family, WIA	\$75,148.80; \$2,136.00
K-Engineer MVGT	\$1,457.48; \$5,522.55; \$20,871.90
M-Juvenile Ct.-Title IV-E Reimb	\$239.50
M-Juvenile Ct. - Placement II	\$372.05
P-Sanitary Sewer District	\$3,526.06; \$5,948.39; \$13,623.61
S-District Detention Home	\$1,135.18
S-Sheriff CCW	\$2,253.00
S-Job & Family, Children Services	\$66,753.37
S-Oakview Juvenile Residential Center	\$3,087.30
S-Port Authority	\$5,434.40

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN
INFRASTRUCTURE FUND N38

Motion made by Ms. Favede seconded by Mr. Coffland to approve the following transfer within Infrastructure Fund N38.

FROM	TO	AMOUNT
E-9038-N038-N05.055 Contract Services	E-9038-N038-N25.051 Jail Const	\$85,819.38
	E-9038-N038-N260.51 Eastern Div	\$22,347.50
	E-9038-N038-N20.051 WWS#2 Pay	\$ 7,479.17
	E-9038-N038-N14.051 SSD#2 Payment	\$44,875.00
	Total	\$160,521.05

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN
BOND RETIREMENT PARK HEALTH O-25 FUND**

Motion made by Ms. Favede, seconded by Mr. Coffland to approve the following transfer within Bond Retirement Park Health Fund.

FROM	TO	AMOUNT
E-9211-O025-O02.050 Note Payment	E-9211-O025-O03.051 Interest	\$33,571.58

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-8010-S030-S57.000 Travel/Staff Develop.	E-8010-S030-S55.010 Supplies	328.45
E-8010-S030-S56.000 Motor Vehicles	E-8010-S030-S55.010 Supplies	1,500.00

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-S61.000 Food Service Exp./GS	E-0910-S033-S33.002 Salaries	2,520.00
E-0910-S033-S60.010 Supplies/GS	E-0910-S033-S33.002 Salaries	7,000.00
E-0910-S033-S65.011 Contract Services/GS	E-0910-S033-S33.002 Salaries	5,000.00
E-0910-S033-S38.011 Contract Services	E-0910-S033-S33.002 Salaries	8,000.00
E-0910-S033-S34.010 Supplies	E-0910-S033-S33.002 Salaries	8,000.00
E-0910-S033-S36.012 Equipment	E-0910-S033-S33.002 Salaries	1,000.00
E-0910-S033-S35.000 Materials	E-0910-S033-S33.002 Salaries	500.00
E-0910-S033-S37.000 Contract Repairs	E-0910-S033-S33.002 Salaries	<u>500.00</u>
TOTAL		32,520.00

Upon roll call the vote was as follows:

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

**IN THE MATTER TRANSFER BETWEEN THE
GENERAL FUND AND SOIL CONSERVATION FUND L01**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer from the Belmont County General Fund into the Soil Conservation Fund.

FROM	TO	AMOUNT
E-0051-A001-A32.000 Soil Conservation / General (Annual Transfer of Funds)	R-1810-L001-L08.574 Soil Conservation / Transfers In	\$94,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
WWS#2 CAPITAL IMPROVEMENT FUND TO
WWS#1 CAPITAL IMPROVEMENT FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers between funds from the WWS#2 Capital Improvement Fund to WWS#1 Capital Improvement Fund.

FROM	TO	AMOUNT
E-9016-N016-N04.055 Contract Projects	R-9015-N015-N04.500 Other Receipts	\$ 50,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS/
SSD#2 REVENUE FUND AND SSD#2 SEWER BOND FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers between funds from the SSD#2 Revenue Fund and SSD#2 Sewer Bond Fund.

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9203-O006-O08.574 Transfers In	\$ 16,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN THE
PROSECUTOR'S DRETAC FUND, GENERAL FUND
AND VICTIM ASSISTANCE FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the Prosecutor's Dretac Fund, General Fund and Victim Assistance Fund.

FROM	TO	AMOUNT
E-1510-W081-P07.006 Hospitalization	R-1511-W080-P07.574 Transfer In	900.00
E-1510-W081-P06.004 Workers Comp	R-1511-W080-P07.574 Transfer In	500.00
E-1510-W081-P05.003 PERS	R-1511-W080-P07.574 Transfer In	750.00
E-0111-A001-E10.004 Workers Comp	R-1511-W080-P07.574 Transfer In	900.00
E-0111-A001-E09.003 PERS	R-1511-W080-P07.574 Transfer In	750.00
TOTAL		3,800.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR MEDICAL LIFE INSURANCE
CHARGEBACKS FOR THE FOURTH QUARTER PERIOD: (MARCH, APRIL & MAY, 2009)**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following transfer of funds for the Medical Life Insurance Chargebacks for the Fourth Quarter (March, April & May, 2009.)

Transfer From		Transfer To	Amount
E-1551-F088-F03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	10.80
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	64.80
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	75.60
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	21.60
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	259.20
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	10.80
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	10.80
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	10.80
E-2150-H030-H11.000	COUNTY HOME	R-9891-Y091-Y05.500	887.40
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	64.80
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	19.80
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	282.63
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	102.60
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	53.31
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	157.20
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	35.22
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	37.80
E-3706-P055-P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	6.00
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	2.07
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	54.00
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	75.60
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	183.60
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	1,418.46
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	140.40
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	147.63
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	54.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	54.00
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	18.03
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	10.80
E-1210-S078-S14.006	RECORDER	R-9891-Y091-Y05.500	0.00
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	21.60
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	10.80
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	21.60
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	32.40
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	10.80
	Total amount this transfer		4,366.95

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of April 2009.

**Gross Wages P/E 04/11/09 thru 04/25/09
GENERAL FUND**

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,081.49
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	377.10
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	403.25
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,570.18
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,008.78

COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,269.70
COMM-LAW LIBRARY	E-0053-A013-A02.003	R-9895-Y095-Y01.500	347.12
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	606.58
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,722.84
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	5,219.07
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,216.98
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,151.32
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	3,114.55
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,607.42
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,437.26
PROSECUTING ATTNYS	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,386.52
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	2,585.90
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	6,454.18
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,895.68
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	804.94
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	1,778.84
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,899.20
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,750.78
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	84.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	410.78
			71,184.46
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	692.36
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,058.88
Trailer Parks	E-2211-F069-F02.002	R-9895-Y095-Y01.500	
Sewage Program	E-2227-F074-F03.002	R-9895-Y095-Y01.500	323.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	490.00
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	480.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	313.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	877.00
PARK HEALTH CENTER	E-2150-H030-H08.003	R-9895-Y095-Y01.500	23,536.20
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,739.62
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,595.36
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	11,164.24
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,255.78
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,416.73
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	154.00
Care and Custody-Restitution	E-0400-M060-M61.003	R-9895-Y095-Y01.500	308.65
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	804.25
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	600.16
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	708.46
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	591.16
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	780.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,034.26
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	7,396.71
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,901.55
BOARD OF DD	E-2410-S066-S76.003	R-9895-Y095-Y01.500	28,316.46
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	526.26
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,570.14
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	293.70
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	279.20
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	588.09
COMMON PLEAS CT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,358.51
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	829.00
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	298.00
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	499.18
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	755.34
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,271.88
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	6,235.95
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	499.71

SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,744.27
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	181.94
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	28.69
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	56,578.23
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	4,439.59
TOTAL			251,566.15

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE 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 May 13, 2009.

General

E-0131-A006-A07.000	Training	4,775.00
E-0131-A006-A09.000	Medical	613.00
E-0131-A006-A20.000	False Alarm	400.00
E-0131-A006-A23.000	Background	946.00
E-0131-A006-A24.000	E-SORN	300.00
E-0131-A000-A30.000	Lifesaver	140.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	0.00
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Commissary Fund

E-5100-S000-S01.010	Supplies	7,093.22
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	1,848.00
E-5101-S001-S07.012	Equipment	941.00

Sheriff Reserve Account

E-9710-U010-U06.000	Other Expenses	228.69
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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 ENGINEER'S MVGT 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 May 13, 2009.

E-2813-K000-K30.013	Contract-Projects	\$ 5,076.81
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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 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 May 13, 2009.

FUND	AMOUNT
INTAKE COORDINATOR	
E-0400-M062-M02.000 Other Expenses	1,550.00
PLACEMENT SERVICES-TITLE IV-E	
E-0400-M064-M05.000 Placement Costs	3,791.00
PLACEMENT II	
E-0400-M075-M01.000 Other Expenses	2,774.24
JUVENILE COURT COMPUTER FUND	
E-1582-S085-S08.000 Computer Expenses	558.00
JUVENILE COURT-GEN. SPECIAL PROJECTS	
E-1589-S096-S10.010 Supplies	2,953.50

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. CONSTRUCTION FUND N18**

Motion made by Ms. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 13, 2009.

E-9018-N018-N05.050 Note Payment	\$1,800,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE WWS#3 2000 WATER LINE EXTENSION
CONSTRUCTION FUND N19**

Motion made by Ms. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 13, 2009.

E-9019-N019-N05.050 Note Payment \$300,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BCSSD VARIOUS BOND 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 May 13, 2009.

E-9200-O003-O03.051	Interest	2,543.75
E-9203-O006-O04.051	Interest	16,000.00
E-9203-O006-O04.051	Interest	23,000.00
E-9206-O009-O02.051	Interest	85,234.37
E-9207-O010-O02.051	Interest	81,271.88

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 BOND RETIREMENT PARK HEALTH O-25 FUND**

Motion made by Ms. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 13, 2009.

E-9211-O025-003.051 Interest \$ 24,862.17

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BOND RETIREMENT SATELLITE BUILDING O31 FUND**

Motion made by Ms. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of May 13, 2009.

E-9215-O031-O01.050 Bond Payment \$17,155.81

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHAB S030 FUND/
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 May 13, 2009.

OAKVIEW JUVENILE REHAB S030		
E-8010-S030-S40.000	Grant Holding Account	2,492.94
N.S.L.A. OAKVIEW JUVENILE S031		
E-8011-S031-S02.000	Food (Meal Tickets)	172.50
E-8011-S031-S02.000	Food (NSLA)	0.00
ACTIVITY FUND S032		
E-8012-S032-S00.000	Youth Activity Fund	153.94

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 May 13, 2009.

Bel-Harrison Juvenile District Detention Home-Sargus Fund S033		
E-0910-S033-S44.003	OPERS/STRS	543.28
E-0910-S033-S47.008	Hospitalization	1,530.00
TOTAL		2,073.28

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by 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 May 13, 2009.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T01.000 Grants \$ 32,725.00

Draw Number 390 – Grant #B-F-07-007-1

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 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 May 13, 2009.

E-1511-W080-P07.006 Hospitalization 900.00

E-1511-W080-P01.002 Salaries 1,400.00

E-1511-W080-P05.003 PERS 1,500.00

TOTAL 3,800.00

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. Coffland, seconded by Mr. Probst to execute payment of Then and Now Certification dated May 13, 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. Coffland	Yes
Mr. Probst	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:

BCDJFS – Mary Lewis, Scott Horne and David Williamson to trainings in April and June in Zanesville, OH. Estimated expenses: \$36.00

JUVENILE COURT – Stan Galownia, Allison Long, John Markus and Kelly Carter to Columbus, OH, on June 25 & 26, 2009, for training.

SANITARY SEWER DISTRICT – Mike Murray to travel to Columbus, Ohio, on May 13, 2009, to take Ohio EPA Water Test. A county vehicle will be used.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Richard Hord requested a time table on renovations at the former Habilitation Center regarding moving the Department of Job & Family Services there. Commissioner Favede replied that there was no precise timeline for the move. She stated the board is committed to relocating the Department of Job & Family Services to the Hab Center. She said it is hoped that construction will start within the next six months and then be completed within a year after that.

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of: April 29, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING PROCLAMATION
IN HONOR OF GLENN A. HARPER**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the following Proclamation in honor of Mr. Glenn A. Harper for his public service on behalf of the Ohio Historic National Road.

Proclamation

HONORING GLENN A. HARPER

WHEREAS, Glenn A. Harper led the effort to fundraise, write and implement the Ohio Historic National Road Corridor Management Plan; and

WHEREAS, Glenn A. Harper successfully sought and acquired the Ohio Historic National Road All-American Byway Status – the highest federal designation for a Scenic Byway; and

WHEREAS, Glenn A. Harper was co-founder of the National Road Alliance six-state National Road Organization; and

WHEREAS, Glenn A. Harper was a founding Ex-officio Member and the driving force behind the creation of the Ohio National Road Association; and

WHEREAS, Glenn A. Harper initiated, successfully sought federal funding for and served as a lead developmental partner in the writing of the innovative *Ohio Historic National Road Design Guidelines Handbook* – a 2007 Scenic Byway Award recipient; and

WHEREAS, Glenn A. Harper is co-author, with Doug Smith, of *A Traveler's Guide to the Historic National Road in Ohio* – the exclusive publication designed for the Ohio Historic National Road Traveler's Experience; and

WHEREAS, Glenn A. Harper has been a contributing author in state and national magazines and journals for countless articles about the historic preservation of the National Road; and

WHEREAS, Glenn A. Harper, a 20 year employee of the Ohio Historical Society's Historic Preservation Office has, among other

career duties, focused on the advancement of the Preservation, Promotion and Enhancement of the Historic National Road in Ohio and beyond.

NOW, therefore, the Board of Commissioners of Belmont County, Ohio, hereby honor the unparalleled public service on behalf of the Ohio Historic National Road accomplished by Glenn A. Harper.

Duly adopted this 13th day of May, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS
FOR REPAINTING THE BCSSD KOLTAS AND LANSING
WATER STORAGE TANKS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for bids for repainting the Belmont County Sanitary Sewer District's Koltas and Lansing Water Storage Tanks, based upon the recommendation of Mark Esposito, Director and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Note: To be paid from WWS #1 Capital Improvement N015 and WWS #3 P005. Engineer's Estimate is \$240,000 to paint both tanks.

ADVERTISEMENT FOR BIDS

**BELMONT COUNTY COMMISSION
BELMONT COUNTY, OHIO**

Separate sealed bids for construction of **Contract No. 1 – Koltas and Lansing Water Storage Tanks Recoating** will be received by the Belmont County Commission at their office at Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until **Wednesday, June 3, 2009**, at **11:00 a.m.** local time, and then at said office publicly opened by the Board and read aloud.

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

1. F. W. Dodge Co. Division
McGraw-Hill, Inc.
6200 Rockside Woods, Suite 210
Independence, OH 44131
216-901-1589
2. Ohio Valley Construction Employers Council, Inc.
21 Armory Drive
Wheeling, WV 26003
304-242-0520
3. Vaughn, Coast & Vaughn, Inc.
154 South Marietta St.
St. Clairsville, OH 43950
(740) 695-7256
4. Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Method of Bidding will be as follows:

CONTRACT NO. 1 – KOLTAS AND LANSING WATER STORAGE TANKS RECOATING

LUMP SUM CONTRACT for surface preparation and recoating of the interior and exterior of a 42 ft. diameter by 30 ft. high (310,000 gallons) and a 25 ft. diameter by 56 ft. high (200,000 gallons) welded steel water storage tanks and other miscellaneous work.

Bidding Documents may be obtained from the office of Vaughn, Coast & Vaughn, Inc., 154 South Marietta St., St. Clairsville, OH, 43950, (740) 695-7256.

A deposit will be required for the Bidding Documents as follows:

Contract 1	\$ 50.00 (No refund)
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The above stated deposit is required before the documents can be made available.

The Owner reserves the right to waive any informality, 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. The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informality 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.
- D. Certificate of Compliance with Ohio Revised Code 3517.13
- E. Government Business and Funding Contracts in accordance with Ohio Revised Code 2909.23

Each Bidder must submit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

All work done under this contract shall be subject to all State requirements concerning the payment of the prevailing wage rates.

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

By order of: BELMONT COUNTY COMMISSION
Jayne Long, Clerk

Address for Bids: Belmont County Commission
Belmont County Courthouse
101 W. Main Street
St. Clairsville, OH 43950

Times Leader Ad (2) Tuesdays-May 19 and May 26, 2009

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING APPLICATIONS FOR PAYMENT

FOR THE BELMONT CO. JAIL ADDITION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following Applications for Payment for the Belmont County Jail Addition Project, based upon the recommendation of Craig Van Horn, Architect, Wachtel & McAnally Architects/Planners, Inc. and Marshall Piccin, Project Engineer:

<u>CONTRACTOR</u>	<u>APPLICATION NO.</u>	<u>AMOUNT</u>
S.A. Comunale Co., Inc. (Fire Protection)	#11 (Final) Invoice #L35924	\$ 5,892.96
Erb Electric Company	#4	81,723.60
Erb Electric Company	#5 (Final)	67,464.56
Metal Masters, Inc.	#15 (Final)	20,936.00
Colaiani Construction, Inc.	Final	1,036.15

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT 09-2-APPLYING LIQUID BITUMINOUS MATERIAL FOR DUST CONTROL ON VARIOUS COUNTY HIGHWAYS

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's Project 09-2 for applying liquid bituminous material for dust control on various County Highways to Lash Paving, Inc., the only bidder, in the amount of \$99,450.00, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE GUARANTEED MAINTENANCE SERVICE AGREEMENT WITH STEPHEN CAMPBELL & ASSOCIATES/911

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the renewal of the Guaranteed Maintenance Service Agreement with Stephen Campbell & Associates, on behalf of Belmont County 911, in the amount of \$3,300.00 for (1) Reliant 48-Channel Dual Drive Optical Recorder, effective 7/1/2009 thru 6/30/2010, based upon the recommendation of Robyn Marshall, Director.

Note: There is no increase from last year.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO ANNUAL SOFTWARE MAINTENANCE AGREEMENT WITH MAXIMUS CONSULTING SERVICES, INC., ON BEHALF OF BCDJFS FOR THE ACRS+

Motion made by Mrs. Favede, seconded by Mr. Coffland enter into an annual Software Maintenance Agreement with Maximus Consulting Services, Inc., on behalf of Belmont County Department of Job & Family Services, in the amount of \$3,000.00, effective July 1, 2009 through June 30, 2010, for the ACRS+ (Area Consolidation and Reporting System Plus).

SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement ("Agreement") is made and entered into between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc., a Virginia corporation ("MAXIMUS"), on July 1, 2009 (effective date) and Belmont County DJFS ("Licensee") under the Software License Agreement (SLA) dated 7/5/2005. The terms and conditions of the Master Agreement are incorporated herein by reference. In the event of any conflict between the Master Agreement and this Agreement, the SLA shall prevail. MAXIMUS and Licensee are sometimes referred to herein as the "Parties" or individually as a "Party".

WHEREAS: Licensee has acquired the use of **Area Consolidation and Reporting System Plus (ACRS+)** (the "System") in accordance with the Software License Agreement between MAXIMUS and Licensee and any amendments thereto, and Licensee desires to acquire on-going maintenance in accordance with the terms set forth in this agreement;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the agreements and undertakings hereinafter provided and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by MAXIMUS and Licensee, MAXIMUS hereby agrees to provide software maintenance services to the Licensee under the following terms and conditions.

1. **SOFTWARE MAINTENANCE FEES.**
 - (a) Licensee shall pay MAXIMUS a fee of **\$3,000.00** for the 12 month period specified herein. The fee shall be payable on the execution of this agreement for the period from **July 1, 2009 through June 30, 2010**.
 - (b) In the event Licensee fails to renew this agreement for any year, the fee set forth herein shall not apply to any subsequent agreement for software maintenance. MAXIMUS shall determine the applicable fee which shall not be less than the then annual fee plus seventy-five percent (75%) of the fee charged for each year that a maintenance agreement was not in effect.
2. **TERM.** The minimum term for this agreement shall be from **July 1, 2009 through June 30, 2010**. Licensee shall have the option to extend this agreement on a year-to-year basis by paying the current annual fee of **\$3,000.00** or, if the fee is raised by the MAXIMUS, the then current annual fee. Failure to pay the annual renewal fee within thirty (30) days prior to the beginning of the fiscal year or within thirty (30) days of execution hereof if for a partial year shall constitute cancellation of the Agreement by the Licensee. In addition, MAXIMUS may terminate the Agreement at the end of any period, with or without cause.
3. **SERVICES UNDER THIS AGREEMENT.** MAXIMUS agrees to provide the Licensee with any updates or modifications to the System and to correct any problems with the System software that are made generally available to Licensees of the System pursuant to an applicable Maintenance Agreement. Under the terms of this maintenance agreement, Licensee is entitled to telephone advice concerning questions on the System's operation. In the event additional services are requested by Licensee outside the foregoing scope of services, additional training and professional assistance shall be billed at then current professional fees plus expenses. This agreement does not cover problems outside of the System. Expenses associated with the Licensee's attendance at the group meetings are at the sole responsibility of the Licensee.
4. **WARRANTIES.** MAXIMUS GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN RESPECT TO THE SYSTEM. ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
5. **TERMINATION.** In the event of termination for any reason, Licensee agrees to provide written certification that the original and any copies of all or any portion of the System affected by the termination have been destroyed or, if MAXIMUS provides notice to Licensee, Licensee shall deliver the original and any copies of the System to MAXIMUS within ten (10) days of Licensee's

receipt of such notice. Either party may terminate this Agreement if the other party has breached any of its material obligations hereunder, and such breach has not been cured within thirty (30) days of receipt of written notice specifying the nature of the breach.

- 6. AMENDMENTS.
 - (a) Agreement. Any modification or amendment of this Agreement must be in writing and signed by the parties.
 - (b) License. MAXIMUS reserves the right to modify or amend the System. Licensee shall have no right to modify or amend the System, or to merge it into another work, without prior written consent of the MAXIMUS.
- 7. LIMITATION OF LIABILITY. MAXIMUS total aggregate liability hereunder shall not exceed fees paid under this Agreement. In no event shall MAXIMUS be liable for indirect, special, incidental, punitive and consequential damages.
- 8. NOTICE. Any notice or consent required to be given in accordance with this Agreement shall be in writing and shall be either (i) actually delivered to the party thereto entitled or (ii) mailed, with first class postage prepaid, to the address of the party entitled thereto hereinafter set forth, by certified mail, return receipt requested.

MAXIMUS:
 MAXIMUS, INC.
 700 Ackerman Road, Suite 150
 Columbus, OH 43202
 Attn: Mitch McGraw

LICENSEE:
 Belmont County DJFS
 310 Fox Shannon Place
 St. Clairsville, OH 43950

A notice shall be deemed to be received (i) on the date of its actual receipt by the party thereto and (ii) on the date as reflected on the United States Postal Service return receipt form and if said return receipt form is not signed by the party to whom notice is to be given, upon the date of the first attempted delivery as reflected thereon.

- 9. COMPLETE AGREEMENT. This Agreement and the License Agreement represent the entire and integrated agreement between the parties and supersede all prior negotiations, proposals, communications, understandings, representations or agreements, either written or oral, express or implied. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hand and seal the date and year first above written.

Belmont County DJFS
 BY: Dwayne Pielech /s/
 Dwayne Pielech
 Director

MAXIMUS, INC.
 BY: ? /s/
 Dir. Contracts

BOARD OF COUNTY COMMISSIONERS

Department Official _____
 Signature Charles R. Probst, Jr. /s/
 Charles R. Probst, Jr.
 Title: Belmont County Commissioners
 Date: May 13, 2009

APPROVED AS TO FORM:
David K. Liberati /s/
 PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH OHIO-WV EXCAVATING TO FURNISH A TEMPORARY BRIDGE OVER WHEELING CREEK IN MAYNARD/ENGINEER

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a contract on behalf of Belmont County Engineer with Ohio-West Virginia Excavating in the amount of \$69,500.00 to furnish and install a temporary bridge over Wheeling Creek in Maynard.

Note: To be paid from Engineer's MVGT fund.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
 PROJECT 09-4 SUPPLY AND INSTALL TEMPORARY BRIDGE OVER WHEELING CREEK
 IN MAYNARD
 BELMONT COUNTY, OHIO**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 13th day of May, 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 supply and install a temporary bridge in accordance with your letter to the Belmont County Engineer dated May 1, 2009 (attached).

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

APPROX. QUAN.	ITEM	DESCRIPTION	TOTAL AMOUNT BID
LUMP SUM		FURNISH AND INSTALL TEMPORARY BRIDGE OVER WHEELING CREEK IN MAYNARD	\$69,500.00
TOTAL			\$69,500.00

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

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

Upon roll call the vote was as follows:

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

NOTE: COMMISSIONER PROBST ENTERS MEETING AT 10:47 A.M.

IN THE MATTER OF AUTHORIZING THE SIGNING OF THE

**OPWC PROJECT AGREEMENT FOR ENGINEER BRIDGE
REPLACEMENT PROJECT BEL-4.22.73 & BEL-WAS-103-2.67**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commissioner Charles R. Probst, Jr. to sign the Ohio Public Works Commission Project Agreement for the Belmont County Engineer's Bridge Replacement Project BEL-4-22.73 & BEL-WAS-103-2.67 in the amount of \$492,100.00; Grant project number CRU04.

Note: BEL-4-22.73 bridge located on CR 4 (Colerain-Martins Ferry Rd over Glenn's Run)

BEL-WAS-103-2.67 bridge located on Washington Township Rd 103 (Crabapple Rd)

**OHIO PUBLIC WORKS COMMISSION
PROJECT AGREEMENT**

OHIO LOCAL TRANSPORTATION IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this **1st** day of **May, 2009** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **Belmont County, Belmont County** (hereinafter referred to as the "Recipient"), located at **101 West Main Street, St. Clairsville, Ohio 43950-**, in respect of the project named **BEL-4-22.73 & BEL-WAS-103-2.67**, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed **Four Hundred Ninety-Two Thousand One Hundred Dollars (\$492,100)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **013-00013**

OPWC Project Control No. **CRU04**

WHEREAS,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"**State**" means the state of Ohio.

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

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

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

SECTION 3. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the

Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project described in Appendix A of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Project Cost Overruns. In the event that the Recipient determines that the moneys provided pursuant to Section 2 hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, Recipient may, with the approval of its District Public Works Integrating Committee, apply to the Director for supplemental assistance. The Director may approve or recommend such supplemental assistance only if the Recipient demonstrates to the Director's satisfaction that such funding is necessary for the completion of the Project and that the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application.

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

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

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

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

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

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

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

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

- (c) This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in the event of bankruptcy and the application of general principles of equity;
- (d) Recipient has complied with all procedure, prerequisites, and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code; excluding Chapter 164-1-32;
- (e) Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;
- (f) Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section 2 hereof:
 - (i) The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Act;
 - (ii) All of the Project is owned, or will be owned, by the Recipient or another eligible local subdivision.
- (g) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;
- (h) Ohio Products. The Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use, Ohio products, materials, services and labor in connection with the Project;
- (i) Equal Employment Opportunity. Recipient shall require that all contractors and subcontractors working on the Project comply with the equal employment opportunity requirements for the utilization of minorities and females pursuant to Chapter 123 of the Administrative Code, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9;
- (j) Prevailing Wage. Recipient shall comply, and shall require that all Contractors and subcontractors working on the Project comply, with the prevailing wage requirements contained in Sections 4115.03 to 4115.16 of the Revised Code; and
- (k) Construction Bonds, Insurance and Supervision.
 - (i) The Recipient shall require that each of its construction contractors furnish a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract.
 - (ii) The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract, Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.
 - (iii) The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

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

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

SECTION 12. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project #**CRU04** as of the date first written above.

RECIPIENT

Charles R. Probst, Jr. /s/

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION

By: Paul Michael Miller /s/
Michael Miller, Director

Belmont County Commissioners
101 W. Main St.
St. Clairsville, OH 43950
City, State & Zip Code
Jayne Long, Clerk /s/
WITNESS

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM RLS & ASSOCIATES, INC./MR/DD

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from RLS & Associates, Inc. in the amount of \$5,987.00 for the Belmont County Coordinated Public Transit-Human Services Transportation Plan, Part 2.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:49 A.M.

Motion made by Mr. Probst, seconded by Mrs. Favede to enter executive session pursuant to Ohio Revised Code 121.22(G)(1) Personnel to discuss the employment of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:56 A.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session pursuant to Ohio Revised Code 121.22(G)(1) Personnel to discuss the employment of a public employee.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF MIKE MAISTROS, INTERIM DIRECTOR/PARK HEALTH CENTER

Motion made by Mr. Probst, seconded by Mr. Coffland to accept the resignation of Mike Maistros, Interim Director of Park Health Center, effective May 13, 2009.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION TO ENTER INTO MANAGEMENT AGREEMENT WITH DC HEALTHCARE ENTERPRISES, LLC/ 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, in order for the parties to carry out those transactions, the state of Ohio must license the Facility as a private nursing home; and WHEREAS, it appears the State of Ohio will resume the licensing process if and when the Commissioners enter into a Management Agreement (the "Agreement") with DC Healthcare Enterprises, LLC with respect to the Facility; and

WHEREAS, the Facility's current administrator has wanted to return to retirement and has respectfully indicated his intent to do so, but has stayed on only as necessary to facilitate the transition to the new operators,

BE IT RESOLVED that the Commissioners enter into the attached Management Agreement in accordance with R.C. 5155.012 and other applicable laws and that in the unexpected event that the Agreement shall continue beyond thirty days, the Clerk shall give such timely notice of termination of the Agreement as necessary to limit the amount of compensation paid to the Manager to twenty-five thousand dollars or less; and

BE IT FURTHER RESOLVED that the Commissioners express their profound appreciation to Mr. Maistros for his administration of Park Health Center and his many contributions as an employee of Belmont County, which will end simultaneously with the commencement of the Management Agreement.

Adopted May 13, 2009

Upon roll call the vote was as follows:

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

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the "Agreement"), made as of this 13th day of May, 2009, by and between Belmont County, Ohio Board of County Commissioners ("Owner") and DC Healthcare Enterprises, LLC, an Ohio limited liability company ("Manager").

RECITALS:

A. WHEREAS, Owner owns and currently operates a county nursing home commonly known as the Belmont County-Park Health Center, which has ninety-nine (99) nursing home beds certified under Title XVIII and Title XIX of the of the Social Security Act of 1935, as amended (the "Act"), and is located at 100 Pine Avenue, St. Clairsville, Belmont County, Ohio 43950 (the "Facility");

B. WHEREAS, Owner, Manager, Park Health Realty, LLC, an Ohio limited liability company ("Park Health Realty"), and Frank Murphy, a natural person ("Mr. Murphy"), entered into a certain Lease Agreement, dated April 9, 2009 ("Lease"), whereby Manager, as a sub-tenant of Park Health Realty, has agreed to lease from Owner, and operate, the Facility, beginning on or about June 1, 2009 ("Lease Commencement Date"), upon the terms and conditions, and subject to the satisfaction of the conditions precedent, therein;

C. WHEREAS, Owner, Manager, Park Health Realty, and Mr. Murphy entered into a certain Purchase Agreement (Real and Personal Property), dated April 9, 2009, whereby Park Health Realty has agreed to purchase the Facility from Owner on or about October 1, 2009, upon the terms and conditions, and subject to the satisfaction of the conditions precedent, therein; and

D. WHEREAS, while Manager is in the process of applying to the Ohio Department of Health for a nursing home license in its name to operate the Facility under the Lease, Owner wishes to retain Manager to temporarily provide certain administrative, managerial, and other services to Owner and for the Facility, and Manager wishes to be retained by Operator to provide such services to Owner and for the Facility, upon the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings herein set forth, the parties hereto hereby agree as follows:

ARTICLE I

REPRESENTATIONS AND WARRANTIES

Section 1.1 Representations and Warranties of Manager. The Manager represents and warrants that: (i) the Manager is a limited liability company duly organized and existing under the laws of the State of Ohio; (ii) the Manager's principal offices are located at 21 East 34th Street, Shadyside, Ohio 43947; (iii) the Manager is in full force and effect under the laws of the State of Ohio; (iv) the execution of this Agreement and the performance of the Manager's duties and responsibilities hereunder will not, to Manager's knowledge, after due inquiry, violate the Manager's Articles of Organization or Operating Agreement or any other written agreement to which it is a party or, to the Manager's knowledge, require the consent or approval of any third person or entity; (v) neither the Manager nor any member or manager of the Manager has ever been convicted of, or has been investigated for, any act or omission constituting a felony under the laws of the United States or the State of Ohio, or constituting Medicare or Medicaid fraud or any other offense or violation under Titles XVIII, XIX or XX of the Act; (vi) the Manager has the requisite authority to execute this Agreement and to perform the Manager's duties and responsibilities hereunder; and (vii) upon the execution and delivery of this Agreement by the Manager, this Agreement will constitute its valid and binding obligation enforceable in accordance with its terms.

Section 1.2 Representations and Warranties of Owner. Owner represents and warrants that:

(i) Owner is a government entity duly organized and existing under the laws of the State of Ohio; (ii) Owner's principal offices are located at 101 West Main Street, St. Clairsville, Ohio 43950; (iii) the execution of this Agreement and the performance of Owner's duties and responsibilities hereunder will to Owner's knowledge, after due inquiry, not require the consent or approval of any third person or entity; (iv) neither the Owner nor any manager, officer, or employee of the Owner has ever been convicted of, or has been investigated for, any act or omission constituting a felony under the laws of the United States or the State of Ohio, or constituting Medicare or Medicaid fraud or any other offense or violation under Titles XVIII, XIX or XX of the Act; (v) Owner has the requisite power and authority to execute this Agreement and to perform Owner's duties and responsibilities hereunder; and (vi) upon the execution and delivery of this Agreement by Owner, this Agreement will constitute its valid and binding obligation enforceable in accordance with its terms.

Section 1.3 Survival of Representations. The representations and warranties of the parties shall survive the date hereof and the expiration or other termination of this Agreement.

ARTICLE II

MANAGEMENT

For and during the Term (as hereinafter defined), Owner hereby grants to Manager the sole and exclusive right to supervise, operate, and manage the Facility in the name and for the account of the Owner upon the terms and conditions set forth within this Agreement. Notwithstanding any provisions to the contrary in this Agreement, there has been no delegation of the responsibilities vested exclusively in Owner by law, and Owner shall retain the ultimate authority and responsibility for the operation of the Facility, including approval of daily operating and management decisions, and nothing in this Agreement is intended to delegate to Manager any of the powers, duties or responsibilities vested exclusively in Owner by law as the operator of the Facility.

ARTICLE III

TERM

The term of this Agreement ("Term") shall begin on the date first written above, and end on the Lease Commencement Date, and if the Lease is terminated for any reason prior to the Lease Commencement Date, this Agreement shall automatically terminate on the effective date of the termination of the Lease. Furthermore, although the parties do not anticipate that the Term will continue beyond thirty (30) days, either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party (or per the terms and conditions of Article VI of this Agreement).

ARTICLE IV

DUTIES OF THE MANAGER AND COMPENSATION DURING THE TERM

Section 4.1 The Manager's Duties. The Manager shall manage and supervise the Facility on behalf of Owner in accordance and in material compliance with applicable federal, state and local laws, rules and regulations, and shall perform any and all duties and obligations incident thereto including, but not limited to, those detailed in this Article IV. Except as otherwise specifically stated herein, all costs and expenses whatsoever during the Term associated with the ownership and/or operation of the Facility shall be the sole obligation of the Owner.

Section 4.2 Facility Administration. The Manager shall provide an administrator of the Facility (the "Administrator"), Daniel Coggins, who is a licensed nursing home administrator in the State of Ohio, to manage the Facility. Such Administrator shall be the employee of the Manager and thus not considered a county employee subject to the Ohio Public Employers Retirement System.

Section 4.3 Operating Procedures. Manager shall administer Owner's current operating and record-keeping procedures and record retention policy for use in managing the Facility.

Section 4.4 Employees.

(a) The Manager shall administer the Facility's current personnel policies and procedures, which policies and procedures shall include, but not be limited to, the following subjects: (i) employment, supervision, discipline, and termination of personnel; (ii) designation of working hours (including designation of holidays, vacations, and work shifts); (iii) job classifications; and (iv) compensation.

(b) The Manager shall administer the Facility's current payroll policies and procedures, including, but not limited to, employee earnings records, payroll tax summaries and employee withholding tax statements. The Owner shall be responsible for the filing of federal and state payroll returns, the payment of any taxes or estimated taxes related thereto and the disbursement of payroll checks to employees on a timely basis, all of which shall be at the Owner's sole cost and expense.

(c) The Manager shall make recommendations to the Owner with respect to hiring, promoting, laying off, and discharging Facility employees performing services in or about the Facility. All final decisions with respect to the hiring, promoting, laying off,

and discharging of Facility employees shall be made by the Owner (provided that Manager shall execute such actions under the direction and control of the Owner where Owner so directs), and Owner shall indemnify and hold the Manager harmless with respect to such decisions.

Section 4.5 Purchases. Manager shall be responsible, at the Owner's sole cost and expense, and with Owner's current vendors, for maintaining an inventory of supplies which shall be sufficient for the efficient operation of the Facility and to promote the continuation of the certification of the Facility. The supplies shall include, but shall not be limited to, raw food and dietary supplies, nursing and pharmaceutical supplies, housekeeping and laundry supplies, office supplies, and supplies necessary for the repair and maintenance of the Facility. Manager shall maintain the services of all of the Facility's current outside service providers including, but not limited to, physical, occupational, speech and respiratory therapy, laboratory, Medicare billing and pharmacy, under Owner's current service contracts with such provider. Notwithstanding the foregoing provisions in this Section 4.5, the Owner will serve notices to the Facility's vendors, as provided in Exhibit B of the Lease.

Section 4.6 Records and Accounts. The Manager shall administer Owner's current accounting, billing, resident and collection records, as necessary, including medical and nursing records, charts of accounts, accounting systems and internal controls, classifications and procedures.

Section 4.7 Governmental Regulation.

(a) The Manager shall act reasonably to take such action to assure that the Facility and the management thereof by the Manager complies in all material respects with federal, state and local laws, regulations and ordinances applicable to the Facility.

(b) The Manager shall promptly provide to the Owner as and when received by the Manager, all notices, reports or correspondence from governmental agencies that assert deficiencies or charges against the Facility or that otherwise relate to the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, license or permit required or necessary to own or operate the Facility.

Section 4.8 Compensation. Commencing upon the beginning of the Term, as compensation for all services to be rendered by the Manager hereunder, Owner shall pay to Manager a comprehensive management fee of Ten Thousand and 00/100 Dollars (\$10,000.00) for each month of the Term ("Management Fee"), as provided below. The Management Fee for any period that is less than a calendar month shall be prorated on a daily basis. The Management Fee owed to Manager hereunder during the Term shall be applied against (as a credit to Manager), and reduce, the amount of rent owed by Manager to Owner under the Lease. Notwithstanding the foregoing, if the Lease is terminated for any reason prior to Manager receiving the full credit for the Management Fee owed to Manager hereunder during the Term, then within ten (10) days following the termination of the Lease, Owner shall pay to Manager, in immediately available funds, the remainder of the Management Fee owed to Manager hereunder.

ARTICLE V

RIGHTS AND DUTIES OF THE OWNER DURING THE TERM

Section 5.1 Right of Inspection. Owner shall have the right to enter upon any part of the Facility for the purpose of examining or inspecting same or examining or making extracts of books and records of the Facility, but the same shall be done with as little disruption to the business of the Facility as possible. However, the books and records of the Facility shall not be removed from the Facility without the prior express written consent of the Manager. Owner acknowledges that some books and records may be maintained at Manager's principal place of business with the understanding that records shall be produced at Owner's request. All records remain public records to the extent allowed by Ohio Revised Code Section 149.43 and other applicable State and Federal statutes.

Section 5.2 Cooperation with Manager; Operation. Owner will fully cooperate with Manager in managing and supervising the operation of the Facility. Owner shall furnish Manager with all information to which Owner has reasonable access and which is required for the management of the Facility. In addition, Owner shall use its best efforts to operate the Facility in a high-quality manner, consistent with past practice, and in accordance with all applicable laws.

Section 5.3 Operating Capital. Owner shall make available to Manager sufficient financial and other resources to perform Manager's duties under this Agreement, and shall keep and retain all other rights, duties, obligations and responsibilities not specifically delegated to Manager pursuant to this Agreement. For example, Owner retains the right to approve or deny expenditures, including capital expenditures. Manager shall consider the Facility's general fund to be its operating capital. If additional operating capital is required, Manager shall notify Owner thereof in writing and Owner shall respond to Manager's request within a reasonable amount of time thereafter. The parties hereto acknowledge and agree that Manager does not assume any responsibility or liability whatsoever to invest, loan, or otherwise contribute any of Manager's own funds to or for the benefit of the Facility or the Owner. Notwithstanding any other provision of this Agreement, the parties hereto acknowledge and agree that Manager does not assume any responsibility or liability whatsoever to invest the monies resulting from the operation of the Facility, except to deposit such monies in the Facility's general fund.

Section 5.4 Insurance. Owner shall maintain at Owner's expense at all times during the Term, all of the Owner's current insurance policies, in such amounts and with such coverage as are currently in place. All of such insurance policies shall be amended on or before the Term to include Manager as a named loss payee and/or additional insured.

ARTICLE VI

TERMINATION OF AGREEMENT

Section 6.1 Termination by Owner. Owner may terminate this Agreement in the following situations upon providing written notice to Manager:

(a) if the Manager or its employees or any of its members or managers is convicted of any act or omission constituting a felony under the laws of the State of Ohio, or is convicted of, or pleads guilty to any act or failure to act constituting Medicare or Medicaid fraud or any other offense or violation under Titles XVIII, XIX or XX of the Act; or

(b) if the Manager materially breaches this Agreement and such breach continues uncured for fifteen (15) days after written notice thereof from Owner.

Section 6.2 Termination by the Manager. Manager may terminate this Agreement in the following situations upon providing written notice to Owner:

(a) if the Owner or its employees or any of its managers or officers is convicted of any act or omission constituting a felony under the laws of the State of Ohio, or is convicted of, or pleads guilty to any act or failure to act constituting Medicare or Medicaid fraud or any other offense or violation under Titles XVIII, XIX or XX of the Act; or

(b) if the Owner materially breaches this Agreement and such breach continues uncured for fifteen (15) days after written notice thereof from Owner.

ARTICLE VII

INDEMNIFICATION

Section 7.1 Owner Indemnification. Owner shall indemnify, defend and hold harmless the Manager, its members, managers, employees and agents from and against any and all liabilities, losses, costs, penalties, damages, expenses, including reasonable attorney's fees, claims, actions or causes of action, which result from or arise out of, directly or indirectly from: (a) any breach by Owner of any of Owner's representations, warranties, duties, obligations and responsibilities under this Agreement; (b) the failure to perform by Owner of any of Owner's duties, obligations and responsibilities under this Agreement; (c) the use, occupancy, operation and/or ownership of the Facility by Owner at any time; (d) any acts, omissions, or negligence of Owner or any person claiming under Owner, or the contractors, agents, employees, invitees, or licensees of Owner or any such person; (e) any breach, violation, or non-performance by Owner or any person claiming under Owner or the employees, agents, contractors, invitees, or licensees of Owner or any such person, of any law, regulation, ordinance, or governmental requirement of any kind, including, without limitation, as pertaining to nursing home licensure and certification; (f) any injury or damage to the person, property, or business of Owner, its employees, agents, contractors, invitees, or licensees, including, without limitation, any change in reimbursement rates or the Facility's census; (g) any construction, alterations, changes, or demolition

pertaining to the Facility performed by or contracted for Owner or its employees, agents, or contractors; (h) any seepage, escape, leakage, spillage, discharge, emission, or release from, onto, or into the Facility, the land upon which the facility is situated, the atmosphere, or any watercourse, body of water, or ground water, of any hazardous or toxic materials or waste; provided, however, that in no event shall Manager be indemnified or held harmless if any claim or loss under this Section 7.1 has resulted from the willful acts or omissions of Manager, its employees or agents.

Section 7.2 Manager Indemnification. The Manager shall indemnify, defend and hold harmless Owner, its officials, employees and agents from and against any and all liabilities, losses, costs, penalties, damages, expenses, including reasonable attorneys fees, claims, actions or causes of action, which result from or arise out of, directly or indirectly from: (a) any breach by the Manager of any of the Manager's representations, warranties, duties, obligations and responsibilities under this Agreement; or (b) the performance or the failure to perform by the Manager of any of the Manager's duties, obligations and responsibilities under this Agreement.

ARTICLE VIII
CONFIDENTIALITY

Section 8.1 Confidentiality of Owner. As a result of the Manager's performance of its duties and obligations under this Agreement, Owner may be exposed to the Manager's policies, procedures, and/or business methods that the Manager may institute at the Facility pursuant to this Agreement, as well as other confidential or proprietary information concerning Manager and its finances and operations (collectively, "Management Confidential Information"). Therefore:

- (a) Owner shall not disclose, transfer or otherwise make available any item of Management Confidential Information to any person or entity not employed by the Manager or the Owner or its affiliates or authorized by the Manager to receive or be privy to the same; provided, however, that this prohibition shall not apply to any item of Management Confidential Information which is otherwise publicly available or which is necessary for any administrative or governmental filings and disclosures or otherwise required by law or governmental regulations; and, provided, further, that Owner shall be permitted to disclose, transfer and/or make available an item of Management Confidential Information if the Manager consents, in advance and in writing, to such disclosure or transfer;
- (b) to the extent the disclosure of Management Confidential Information by Owner is permitted pursuant to this Section 8.1, Owner shall exert its reasonable efforts to ensure that the disclosed Management Confidential Information is not disclosed or disseminated beyond the permitted recipients hereunder; and
- (c) unless the Manager otherwise consents in writing in advance, Owner shall not use or allow the use by any third party of any item of Management Confidential Information other than in furtherance of the Facility and/or the Facility's operation.

ARTICLE IX
NOTICES

Any notice or communication required to be given by any party hereunder shall be in writing, and shall be personally delivered, or, if mailed, sent by certified mail, return receipt requested, addressed as follows or addressed to such other address as shall be designated by one party to the other:

- (a) To Owner: Belmont County, Ohio Board of County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950
- (b) To the Manager: DC Healthcare Enterprises, LLC
21 East 34th Street
Shadyside, Ohio 43947

ARTICLE X
SUBCONTRACTING

During the Term, since the value or cost of services provided under this Agreement may be Ten Thousand and 00/100 Dollars (\$10,000.00) or more within a twelve (12) month period, then to the extent that the cost of such services is reimbursable by the Medicare program to Owner, Manager agrees to comply with the Access to Books, Documents and Records of Subcontractors' provisions of Section 952 of the Omnibus Budget Reconciliation Act of 1980 (P.L. 96-499) and 42 C.F.R. Section 420.300, *et seq.* In accordance with these provisions, Manager will, upon prior written request, allow the Comptroller General of the United States and the Secretary of Health and Human Services, along with their duly authorized representatives, access to this Agreement and to Manager's books, documents, and records (as defined by regulation) necessary to certify the nature and extent of the costs of Medicare reimbursable services provided under this Agreement. Such access will be allowed, upon request, until the expiration of four (4) years after the Medicare reimbursable services are furnished pursuant to this Agreement. If Manager carries out any of the duties of this Agreement through a subcontract with a value of Ten Thousand and 00/100 Dollars (\$10,000.00) or more over a twelve (12) month period, any such written subcontract shall contain a clause that requires the subcontractor to comply with the above statutes and regulations. Notwithstanding anything to the contrary contained herein, Manager may assign and/or subcontract its obligations hereunder to one or more third-parties; provided, however, that Manager shall nonetheless remain responsible to Owner for the performance of such obligations hereunder if such obligations are not performed by Manager's assignee(s) and/or subcontractor(s).

ARTICLE XI
MISCELLANEOUS

Section 11.1 Waiver. Any waiver by either party of any act, failure to act or breach on the part of the other party shall not constitute a waiver by such waiving party of any prior or subsequent act, failure to act or breach by such other party.

Section 11.2 Severability. In the event any provision of this Agreement shall be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and such invalid, illegal or unenforceable provision shall be deemed enforceable to the fullest extent permitted by law.

Section 11.3 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, Owner and the Manager and their respective successors and permitted assigns.

Section 11.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio.

Section 11.5 Captions and Headings. The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 11.6 Consent. Unless otherwise specifically stated in this Agreement, any consent or approval of Owner required to be obtained by the Manager hereunder shall not be unreasonably withheld by Owner.

Section 11.7 Entire Agreement. This Agreement and all exhibits and schedules related thereto, evidences the entire agreement of the parties hereto with respect to the subject matter hereof. Any amendments or modifications of this Agreement shall not be effective except in writing executed by all of the parties hereto.

Section 11.8 No Partnership or Joint Venture. Nothing contained in the Agreement shall constitute or be construed to be or create a partnership or joint venture between the Owner, its successors, or assigns on the one part and the Manager, its successors, or assigns on the other part.

Section 11.9 Multiple Counterparts. This Agreement may be executed in multiple identical counterparts which, when taken together, shall constitute a single document. Signatures transmitted by facsimile or e-mail shall be deemed original signatures.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement as of the date first above written.

"OWNER"

Belmont County, Ohio Board of County Commissioners

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

By: Matt Coffland /s/
 Matt Coffland, Commissioner

By: Ginny Favede /s/
 Ginny Favede, Commissioner

"MANAGER"
 DC Healthcare Enterprises, LLC

By: Daniel Coggins /s/
 Daniel Coggins, Manager

APPROVED AS TO FORM:
David K. Liberati /s/(Assistant)
 PROSECUTING ATTORNEY

DISCUSSION HELD – Commissioner Probst explains the above Management Agreement is needed so the State Department of Health can come in and do a survey to make sure the nursing home is in compliance with all the rules and regulations of the state. For this to happen it was necessary to enter into a Management Agreement with DC Healthcare Enterprises. This will only be until survey is done and if they have any findings, those will have to be corrected. Then the Management Agreement will be terminated and the board will enter into a Lease Agreement with the parties involved. A problem arose when the Department of Health was under the impression that the county had already turned the home over to new management. The survey could not be done until under new management. Commissioner Probst further advised the sale of the facility to the new owner should happen sometime in October. The Management Agreement will be for \$10,000.00 per month until such time as the state survey is done. Once the facility is leased to the new owners, we will be receiving \$32,500.00 per month until the sale of the property.

Eric Ayres of The Times Leader asked the status of the employees and if they have gone through the process of reapplying for their jobs again, or if that is ongoing? Commissioner Probst stated it was the boards’ understanding that they have been interviewed; the ones that wanted to reapply, have applied and been interviewed. Through the Management Agreement, nothing will change except for the Administrator.

Mr. Ed Jagucki asked that after all is done, which fund will the money go back into? Commissioner Probst explained there will be a special line item set up for the proceeds from the lease coming back to the county. He then turned the question over to Fiscal Manager, Cindi Henry, after stating the money will be used to help pay debt to various vendors. Ms. Henry advised some of the proceeds will be used to offset unemployment costs, salaries and to pay debts. She further advised there will be “no big pot of money” left. The bonds need paid off. Commissioner Favede noted the sale of the facility will close the outstanding bond.

11:00 Dwayne Pielech, Director and Lori Bittengle, Belmont County DJFS
Re: Foster Parent Month Proclamation and Recognition of Foster Parent of the Year

Dwayne thanked the board for the opportunity to recognize Foster Parents. He noted they go through rigorous parenting classes, background and home checks, and make themselves available to help a child at any hour of the day or night. He said there is always a need for more foster parents. He introduced Bethany and Russell Larson as Belmont County’s Foster Parents of the Year. They have six years experience. Also present were Bernie Brandon, Foster Parent Program Coordinator; Christine Parker, Administrator; and Lori Bittengle. The Larson’s were presented with a special embroidered afghan and a plaque. Mr. & Mrs. Larson were thanked and congratulated by the board.

IN THE MATTER OF ADOPTING PROCLAMATION
DECLARING MAY 2009 AS FOSTER PARENT MONTH

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the following Proclamation declaring May 2009 as Foster Parent Month in Belmont County:

RESOLUTION
 DECLARING MAY 2009 as
 Foster parent month

WHEREAS, the family is the heart of our society and when our families are strong and healthy, our society is healthy; and
WHEREAS, foster families help to support the family unit by providing love and support to children who are the innocent victims of domestic turmoil; and
WHEREAS, Belmont County encourages foster families to ensure that children reside in a supportive environment until they can return to their original family structure; and
WHEREAS, caring for our children is an investment in our future. Our children will be the leaders of tomorrow, and only through a nurturing environment will they be able to develop a sense of self-worth and build self-esteem; and
WHEREAS, foster families are an invaluable resource and perform an extraordinary service by working in partnership with agencies to nurture children and provide an opportunity for healthy growth and development; and
WHEREAS, in Belmont County there are forty seven (47) children and youth in foster care being provided a safe, secure and stable home along with the compassion and nurture of a foster family.
NOW, THEREFORE BE IT RESOLVED that the Board of Belmont County Commissioners do hereby proclaim May 2009 as “Foster Parent Month” in Belmont County in honor of the individuals providing love, attention and support to our children and families in need, and encourage all citizens to volunteer their talents and energies on behalf of children in foster care.

Adopted this 13th day of May, 2009.

Upon roll call the vote was as follows:

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

DISCUSSION HELD – Dwayne Pielech, Director of BCDJFS, presented a news release regarding “Adult and Dislocated Worker Training in Belmont County”, due to, but not limited to, the recent lay-offs at the Severstal plant. Belmont County has received stimulus monies for eligible dislocated workers for training assistance. He asked those in attendance from the media to help get the word out. Residents are asked to contact the Connections office in Martins Ferry at 740-633-5627 for help in applying for education and training assistance. An application can also be completed on their website at www.belmontcountyconnections.com. Jack Cera of the Connections office stated that since the Martins Ferry Severstal plant first received their WARN notice last October, they have been working with them by letting workers know of the services they provide and helping them file for unemployment benefits.

Commissioner Probst noted the Port Authority and Department of Development are doing everything they can to bring jobs and business in, but it is getting harder to retain the jobs we have. Mr. Pielech stated it will be known soon of the possibility of extending unemployment benefits to eligible workers for 99 weeks. He also stated there is a National Emergency Grant (NEG), which provides need based payments to dislocated workers as well as retraining, but as long as unemployment benefits are active, that grant is not available.

May 13, 2009

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:25 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 2:25 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of May, 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