

St. Clairsville, Ohio

May 14, 2014

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, 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 Mr. Thomas, seconded by Mr. Coffland, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

Claim of	Purposes	Amount
A-Comcast	Internet-Recorder/General Fund	86.84
A-Crystal Springs	Water-Treasurer/General Fund	31.61
A-Crystal Springs	Water-Recorder/General Fund	61.98
A-Draft-Co., Inc.	Map conversion-GIS Projects/General Fund	711.07
A-Flag Floors	Sunday carpet installation fee-Treasurer/General Fund	300.00
A-Hughes Xerographic	Reset password remotely-Recorder/General Fund	35.00
A-MOS	Copier maintenance-Recorder/General Fund	103.60
A-Quill	Supplies-Adult Probation/General Fund	518.86
A-Redwood Toxicology	Drug testing-Adult Probation/General Fund	739.80
A-SOS/Notary Commission	Secretary notary fee-Common Pleas Court/General Fund	15.00
A-Verizon Wireless	Cell plans-Adult probation/General Fund	180.43
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	60.89
A-BP	Gasoline-Coroner/General Fund	141.65
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	2,648.24
E-A.P. Wireless Investments I, LLC	911 Sublease agreement/911 Fund	660.00
N-Digital Data Communications	SonicWALL-Auditor/Capital Project Reserve Fund	8,802.10
O-Huntington National Bank	Interest payment/Waterline Bond Retirement Fund	74,034.38
O-Huntington National Bank	June Interest payment/Note Retirement-SSD#2 Force Main	22,400.10
O-Huntington National Bank	Interest payment/Engineer Bond Retirement Fund	36,347.50
O-The Bank of New York	Interest payment/SSD#2 Sewer Bond Fund	26,550.00
P-Belmont Co. Sanitary Sewer	Transfer out/WWS#3 Revenue Fund	101,800.00
P-HD Supply Waterworks, Ltd.	Equipment/WWS#3 Revenue Fund	1,929.33
P-Yorkville Bd. Of Trustees of Public Affairs	Sewage disposal/SSD #3B Deep Run Fund	1,026.58
S-ATT Communications	Office phones/Port Authority Fund	129.58
S-Dave Yost/Auditor of State	Audit/Port Authority Fund	4,907.70
S-Draft-Co., Inc.	Web hosting/Port Authority Fund	89.70
S-Eastern Division Court	Bank service fee/Eastern Ct. General Special Projects Funds	157.67
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Lowe's Companies, Inc.	Supplies/District Detention Home Fund	335.43
Y-Belmont Co. Recorder	May tax lien Releases/Tax Certificate Adm Fund	352.00

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for May 14, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$19,610.90; \$39,598.64; \$21,518.57; \$1,125.19
A-GENERAL/AUDITOR	\$3,314.29
A-GENERAL/CLERK OF COURTS	\$271.99
A-GENERAL/JUVENILE COURT	\$75.27
A-GENERAL/SHERIFF	\$23,748.56
A-GENERAL/911	\$9,223.29
E-911	\$1,208.36
H-Job & Family, CSEA	\$3,133.82
H-Job & Family, Public Assistance	\$1,821.73; \$36,383.34; \$13,402.57
H-Job & Family, WIA	\$112,395.25; \$5,975.00
J-Real Estate Assessment	\$362.82
K-Engineer MVGT	\$3,881.71; \$22,649.23; \$21,984.56
M-Juvenile Ct.-Placement Services	\$10,630.00
N-Capital Projects-Facilities	\$8,098.00
P-Sanitary Sewer District	\$39,521.17; \$120.81; \$107,724.93; \$42,115.57; \$1,960.95; \$5,231.07
S-Certificate of Title Adm Fund	\$257.12
S-District Detention Home	\$1,438.07
S-Eastern Ct. Gen. Special Projects	\$794.62
S-Job & Family, Children Services	\$66,814.01
S-Oakview Juvenile Residential Center	\$6,287.90
S-Senior Services	\$33,748.87
S-Sheriff CCW	\$4,087.00
S-Sheriff Commissary	\$421.60
U-Sheriff's Reserve Account	\$105.98
W-Law Library	\$9,698.47

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfers within fund for the following funds:

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0121-A006-B02.002 Recorder/Salaries-Emp.	E-0051-A001-A02.002 Comms/Salaries-Emp.	\$600.00
E-0141-A001-C03.010 Supplies	E-0141-A001-C11.000 Other Expenses	\$750.00

**BCSSD/VARIOUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3701-P003-P21.000 Materials	E-3701-P003-P19.012 Equipment	\$4,000.00
E-3702-P005-P23.011 Contract Services	E-3702-P005-P19.012 Equipment	\$10,000.00
E-3705-P053-P07.011 Contract Services	E-3705-P053-P05.000 Materials	\$2,000.00

**N29 CAPITAL PROJECTS-FACILITIES FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9029-N029-N02.055 C.H. Bldg. Repair	E-9029-N029-N04.055 Other Expenses	\$4,565.04

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF TRANSFER BETWEEN FUNDS**

Motion made by Mr. Coffland, seconded by Mr. Thomas to approve the following transfers between funds:

**GENERAL FUND AND THE O53 NOTE RETIREMENT-SSD #2 FORCE MAIN FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9253-O053-O10.574 Transfers In	\$152,563.60

*Note: To transfer funds needed for note interest payment due 06/01/14.*

**VARIOUS BOND ACCOUNTS AND THE GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9202-O005-O01.050 Principal Payment	R-0040-A000-A47.574 Transfers In	\$136,335.60
E-9205-O008-O01.050 Principal Payment	R-0040-A000-A47.574 Transfers In	\$316,228.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Coffland, seconded by Mr. Thomas to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

**\*\* JANUARY 2, 2014\*\***

**N29 CAPITAL PROJECTS-FACILITIES FUND**

E-9029-N029-N04.055	Other Expenses	\$31,906.77
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*Needed for repairs needed to the Fox-Shannon (DJFS) Building.*

**\*\*MAY 14, 2014\*\***

**GENERAL FUND**

E-0054-A006-F11.012	Equipment	\$15,000.00
E-0055-A004-B01.002	M&G/Salaries-Employees	\$360.00
E-0121-A006-B02.002	Recorder/Salaries-Employees	\$30,900.00
E-0131-A006-A04.002	Sheriff/Salaries-Road Deputies	\$2,400.00
E-0256-A014-A01.000	CORSA Costs	\$4,664.65

*CORSA reimbursement for vehicle damage and generator repair at Sargus.*

*Date of Loss—03/15/14 Claim Nos. 0160025126 and 0160025016.*

E-0257-A015-A15.074	Transfers-Out	\$452,563.60
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*Appropriation of Transfers-In from O05 and O08 Closed Bond Accounts.*

E-0257-A015-A14.000	Attorney Fees	\$237.00
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*Appropriation of refund checks from Juvenile Court/invoices paid in error.*

**B00 DOG AND KENNEL FUND**

E-1600-B000-B10.005	Medicare	\$378.08
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**H05 BCDJFS/WORKFORCE DEVELOPMENT FUND**

E-2600-H005-H09.000	Other Expenses	\$1,284.23
E-2600-H005-H12.000	Windstorm NEG OH-26	\$30.55

**JUVENILE COURT DIVISION/VARIOUS**

E-0400-M064-M05.000	Placement Costs	\$29,178.84
E-0400-M079-M04.000	Other Expenses	\$204.33

**ENGINEER ODOT GRANT FUNDS**

E-9041-N041-N10.055	Project Payments	\$124,452.09
E-9043-N043-N01.000	ODOT PID #88326	\$103,648.07
E-9043-N043-N05.000	ODOT PID #79463	\$7,539.83

**N82 2014 WATER SYSTEM IMPROVEMENT NOTE FUND**

E-9082-N082-N06.000	Well Upgrades	\$2,200,000.00
E-9082-N082-N07.000	Water Tanks	\$500,000.00
E-9082-N082-N08.000	Bethesda Waterline Ext.	\$300,000.00

**O06 BCSSD/SEWER BOND FUND**

E-9203-O06-O04.051	Interest Payment	\$46,597.50
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**O09 BCSSD/BOND RETIREMENT WATERLINE EXT PROJECT**

E-9206-O009-O02.051	Interest Payment	\$78,636.61
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**O10 BOND RETIREMENT FORCE MAIN EXT. PROJECT FUND**

E-9207-O010-O02.051	Interest Payment	\$70,471.87
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**O53 NOTE RETIREMENT-SSD #2 FORCE MAIN FUND**

E-9253-O053-O01.050	Principal Loan Payments	\$152,563.60
E-9253-O053-O02.051	Interest Payments	\$23,000.00

**P95 EMA/HAZARD MITIGATION GRANT**

E-1725-P095-P01.011	Contract Services	\$4,687.00
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**S31 OAKVIEW JUVENILE FUND**

E-8011-S031-S02.000	Food (Meal Tickets/US Food Perf Inc)	\$60.00
E-8011-S031-S02.000	Food (NSLA)	\$1,348.21

**W80 PROSECUTOR'S/VICTIM ASSISTANCE PROGRAM**

E-1511-W080-P01.002	Salary	\$255.00
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Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated May 14, 2014, 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. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

**GENERAL FUND - \$ 4,664.65** CORSA Reimbursement deposited 5/12/14. *Sargus Claim Nos. 0160025126 and 0160025016 – DOL 03/15/14.*

**\$ 203,206.91** – Casino Revenue/2014 Q1, deposited into R-0010-A000-A06.500 on 04/29/14

**\$ 366,206.13** – from E-0257-A017-A00.000 Contingencies – Closed 2013 PO#520894

**GENERAL FUND/Transfers-in from Closed Bond Funds**

**\$ 136,335.60** Transferred from O05 WWS #3 Reserve Fund-Phase I Bond Acct.

**\$ 316,228.00** Transferred from O08 WWS #3 Reserve Fund-Phase II Bond Acct.

**\$ 452,563.60 Total**

**N82 Water System Improvement Note Fund Balance - \$ 3,000,000.00**

**O10 – Bond Retirement – Force Main Ext. Project Fund \$70,471.87** – June Interest Payment (*consists of transfers from the General Fund and BCSSD funds*)

**O53 –Note Retirement-SSD#2 Force Main/transferred 05/07/14 - \$ 23,000.00** – June Interest Payment

**O53 – Note Retirement-SSD #2 Force Main/transferred 05/14/14 - \$ 152,563.60** – June Principal Payment

**SENIORS PROGRAM FUND - \$ 23,262.54** – 2013 Closed PO #520849, Closed 05/06/14, E-5005-S070-S12.000 Capital Outlay

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to grant permission for county employees to travel as follows:

**AUDITOR** – Andrew L. Sutak, Pam Neff and Adam Quirk to travel to Columbus, OH, on June 4-6, 2014, to attend the County Auditors' Association of Ohio 2014 Summer Conference. A county vehicle will be used. Estimated expenses: \$2,000.00

**DJFS** – Christine Parker to travel to Columbus, OH, on May 201, 2014, to attend Protect Ohio Meeting. Estimated expenses: \$12.00

**JUVENILE COURT** - Noah Atkinson, Probation Officer, to travel to Columbus, OH, on the following dates as a committee member for the Intercourt Conference: June 20, August 15, October 10, 2014 and January 9, 2015.

**SENIOR SERVICES** – David Hacker, Barb Ballint, John Carlier and Tina Burkhart to travel to Cambridge, OH, to tour the Guernsey County Senior Center. A county vehicle will be used.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of April 2, 2014.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**Reminder-The Board's next regular meeting will be on Thursday, May 22, at 9:00 a.m. instead of Wednesday due to a scheduling conflict.**

**IN THE MATTER OF AWARDING THE BID FOR THE ENGINEER'S PROJECT 14-2 APPLYING LIQUID BITUMINOUS MATERIAL FOR DUST CONTROL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to award the bid for Belmont County Engineer's Project 14-2 Applying Liquid Bituminous Material for dust control on various county highways to the low bidder, Youngblood Paving, Inc., in the amount of \$194,654.50 based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,644,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING AND CONSTRUCTING SANITARY SEWER IMPROVEMENTS IN BELMONT COUNTY SANITARY SEWER DISTRICT NO. 2, INCLUDING (A) THE EXIT 215 SEWER LINE PROJECT, (B) THE VILLAGE OF BELMONT PUMP STATION AND FORCED MAIN PROJECT, AND (C) THE VILLAGE OF MORRISTOWN PUMP STATION PROJECT**

ENTERED IN COMMISSIONERS' JOURNAL  
NO. 95, PAGE NO. \_\_\_\_\_

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on May 14, 2014, at the commissioners meeting room, located at the Courthouse, St. Clairsville, Ohio, with the following members present:

Matt Coffland                      Mark Thomas                      Ginny Favede

Mr. Thomas moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,644,000 OF NOTES TO PAY PART OF THE COST OF ACQUIRING AND CONSTRUCTING SANITARY SEWER IMPROVEMENTS IN BELMONT COUNTY SANITARY SEWER DISTRICT NO. 2, INCLUDING (A) THE EXIT 215 SEWER LINE PROJECT, (B) THE VILLAGE OF BELMONT PUMP STATION AND FORCED MAIN PROJECT, AND (C) THE VILLAGE OF MORRISTOWN PUMP STATION PROJECT.**

WHEREAS, this Board of County Commissioners has heretofore determined the necessity of acquiring and constructing sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2, including (a) the Exit 215 sewer line project, (b) the Village of Belmont pump station and forced main project, and (c) the Village of Morristown pump station project (collectively, the "Project"); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is thirty-six (36) years, and of notes to be issued in anticipation thereof is sixteen (16) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from the net revenues of the County's sanitary sewer system in Belmont County Sanitary Sewer District No. 2 and on such notes from such net revenues and proceeds of such bonds or renewal notes (collectively, the "Revenues"); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$1,797,000 are about to mature and should be renewed in the principal amount of \$1,644,000;

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

SECTION 1. That it is necessary to issue bonds of this County in the principal amount of \$1,644,000 for the purpose of paying part of the cost of the Project, including "financing costs" as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately June 1, 2015, shall bear interest at the rate of approximately nine per cent (9%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding thirty (30) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the "Notes") in the principal amount of \$1,644,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be dated the date of their issuance, (ii) mature not more than one (1) year from such date of issuance; (iii) bear interest at a rate per annum not exceeding six percent (6%) per annum, which interest shall be payable at maturity, (iv) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (v) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award"), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. No transfer of any Note shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

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

The Notes shall be designated "Sanitary Sewer Improvement Bond Anticipation Notes, Seventh Series, Eighth (2014) Renewal".

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, and may bear the County Auditor's seal, provided that all but one of such signatures, and such seal, may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to Fifth Third Securities, Inc. (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

The Notes are hereby designated as "qualified tax-exempt obligations" to the extent permitted by Section 265(b) of the Code and not already deemed so designated. It is hereby found and determined that the reasonably anticipated amount of tax-exempt obligations (whether or not designated as qualified) issued and to be issued by the County during 2014 including the Notes does not exceed \$10,000,000. The County Auditor and other appropriate officers, and any of them, are authorized to take such additional actions and give such certifications on behalf of the County with respect to the reasonably anticipated amount of tax-exempt obligations to be issued by the County during 2014 and with respect to such other matters as appropriate under the Code, and the County hereby represents and covenants that the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose during 2014 will not exceed \$10,000,000.

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

SECTION 11. That at least two members of this Board and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Bonds in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

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

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

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

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

AYES: Mr. Thomas                      Mr. Coffland                      Mrs. Favede

NAYS:

**ADOPTED, this 14th day of May, 2014.**

Jayne Long /s/

Clerk

Board of County Commissioners  
County of Belmont, Ohio

**IN THE MATTER OF APPROVING AND SIGNING THE ENGAGEMENT  
LETTER WITH DINSMORE & SHOHL, LLP TO ACT AS BOND COUNSEL/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel regarding the \$1,644,000 Sanitary Sewer Improvement Bond Anticipation Notes, Seventh Series, Eighth (2014) Renewal of the County of Belmont, Ohio dated June 4, 2014, maturing June 3, 2015.

**Dinsmore**

***Legal Counsel.***

**DINSMORE & SHOHL LLP  
65 East State Street ^ Suite 500  
Columbus, OH 43215**

[www.dinsmore.com](http://www.dinsmore.com)

**Dennis G. Schwallie**

**(614) 224-5205 (direct) ^ (614) 224-0069 (fax)**

**Dennis.schwallie@dinsmore.com**

May 7, 2014

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

Attn: Board of County Commissioners

*Re: Engagement as Bond Counsel for \$1,644,000 Sanitary Sewer Improvement Bond Anticipation Notes, Seventh Series, Eighth (2014) Renewal of the County of Belmont, Ohio dated June 4, 2014, maturing June 3, 2015*

You have asked us to act as Bond Counsel with respect to the issuance of the above-captioned securities (the "Notes") by the County of Belmont, Ohio (the "Issuer") and to undertake this engagement pursuant to the terms of this letter. Proceeds of the Notes are expected to be used to finance the cost of acquiring and constructing sanitary sewer improvements in Belmont County Sanitary Sewer District No. 2, including (a) the Exit 215 sewer line project, (b) the Village of Belmont pump station and forced main project, and (c) the Village of Morristown pump station project, and the Notes are to be secured by the full faith and credit of the Issuer. We further understand that the Notes will be purchased by Fifth Third Securities, Inc. (the "Underwriter") at negotiated sale for resale to the public. This letter will describe our services, responsibilities and fees.

***Scope of Engagement and Duties to Be Performed***

As Bond Counsel, one of our chief functions is to render an objective legal opinion with respect to the authorization and issuance of the Notes. Assuming that no legal impediments to the issuance of the Notes become apparent, we would contemplate furnishing to the Underwriter our approving legal opinion ("Note Opinion") as to the validity and binding effect of the Notes, the source of payment and security for the Notes and the exclusion of the interest on the Notes from gross income for Federal and Ohio income tax purposes, which opinion will be executed and delivered by us in written form on the date the Notes are exchanged for their purchase price (the "Closing"). Upon delivery of the opinion with respect to the original issuance of the Notes, our responsibilities as Bond Counsel will be concluded with respect to the Notes.

The Note Opinion will be based on facts and law existing as of its date. In rendering our Note Opinion, we will rely upon the certified proceedings and other certifications of public officials of the Issuer and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Notes. During the

course of this engagement, we will rely on the Issuer to provide us with complete, accurate and timely information on all developments pertaining to any aspect of the Notes, their security or the project to be financed thereby. We understand that we will have full and timely cooperation of members of the Issuer's administrative staff and officials, as well as other appropriate public officials and their employees in this regard. In rendering our Note Opinion, we may also expressly rely upon counsel to other parties to the transaction as to certain matters where appropriate.

In addition to rendering our Note Opinion upon the issuance of the Notes, we expect to perform the following duties:

- (a) Provide advice as Bond Counsel throughout the entire process of identifying, developing and issuing the Notes, including but not limited to providing legal analysis of various financing options.
- (b) Draft or review the basic legal documents required for authorization, securing, issuance and sale of the Notes; these include the Note legislation to be adopted by the board of county commissioners of the Issuer and all related Issuer proceedings and resolutions or ordinances which might be required.
- (c) Prepare or furnish the incidental closing papers (excepting those customarily prepared or furnished by the Underwriter or its counsel), including various certificates to be signed by the Issuer.
- (d) Review legal issues relating to the structure of the Note issue.
- (e) Draft the continuing disclosure undertaking of the Issuer pursuant to Securities and Exchange Commission Rule 15c2-12.
- (f) Assist the Issuer, upon request, in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Notes, except that we will not be responsible for any required Blue Sky filings.
- (g) Assure the Issuer's compliance with applicable Federal, state and local laws and regulations in issuing the Notes.
- (h) Be available for meetings with Issuer officials, rating agency meetings, working group meetings and document sessions, as well as telephone consultations.
- (i) Assuming no legal impediments to the issuance of the Notes become apparent, issue the Note Opinion containing appropriate validity and tax exemption opinions in connection with the sale of the Notes to the Underwriter.

In that regard, we have already prepared certain resolutions, reviewed certain documents, and engaged in various telephone conversations and meetings in connection with the proposed Note issue.

As Bond Counsel, we do not assume responsibility for negotiating the terms and conditions of the Note issue. Instead, we will endeavor to confine ourselves to documenting the economic and other understandings the Issuer will have reached with the Underwriter and the other participants in the financing, and will draw upon our accumulated knowledge as to what is acceptable or customary for similar securities and will advise the Issuer and the other participants in the financing as to the legality of suggested terms and provisions as the documentation proceeds.

The scope of our services as Bond Counsel in this engagement is limited to those expressly set forth above. Among other things, our duties as Bond Counsel do not include:

- (a) Except as described herein, assisting in the preparation or review of any official statement or any other disclosure document with respect to the Notes, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice or giving an opinion that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- (b) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- (c) Preparing Blue Sky or investment surveys with respect to the Notes.
- (d) Drafting State constitutional or legislative amendments.
- (e) Pursuing test cases or other litigation, such as validation proceedings.
- (f) Making an investigation or expressing any view as to the creditworthiness of the Issuer.
- (g) Except as described above, assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Notes or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- (h) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (i) After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Notes will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement as described in this letter does not include rebate calculations for the Notes), unless separately engaged by the Issuer.
- (j) After Closing, any obligation to review facts or revise language of the Note Opinion based on information obtained after Closing unless separately engaged by the Issuer.
- (k) Any legal work not directly related to the issuance of the Notes, such as engineering and construction contract review, negotiation and compliance, litigation and real estate matters, which are customarily provided by the Issuer's county prosecutor or other local counsel.
- (l) Addressing any other matter not specifically set forth above that is not required to render our Note Opinion.

Although we ordinarily draft suggested forms for customary closing papers for the Notes, we do not assume responsibility for verifying the truth or completeness of facts certified as true and complete by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine. We do not review the financial condition of the Issuer, the feasibility of the project for which the Notes were issued, or the adequacy of the security provided to the Noteholders.

In our role as Bond Counsel, we will not assume or undertake responsibility for the preparation of an official statement or any other disclosure document with respect to the Notes, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. We would expect both the Underwriter and the Issuer to evidence compliance with the current standards for full disclosure by delivery at closing of appropriate certificates and opinions of counsel relating to both the undertakings of the Issuer and the accuracy and completeness of the information included in the official statement. Moreover, if a disclosure document will be adopted or approved by the Issuer, our responsibility, in our role as Bond Counsel, will include the preparation or review of any description or summary therein of: (i) Ohio and federal law pertinent to the validity of the Notes and the tax treatment of interest paid thereon, (ii) the Notes, (iii) security for the Notes, and (iv) our opinion.

We assume that we will have the full cooperation of the Underwriter and appropriate officials of the Issuer and any others necessary to successfully complete this financing, including counsel to the other parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete a financing.

Under present law and regulations, we anticipate that the Notes will be exempt from registration pursuant to the Securities Act of 1933 and any trust indenture or similar agreement related to the Notes will be exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, both as amended; thus, no filings with the Securities and Exchange Commission will be necessary in connection with the issuance of the Notes. However, the Notes may be subject to registration or qualification in certain states. Our Note Opinion will not make reference to any state law registration or qualification requirements for any jurisdiction in which the Notes are to be sold, and we will undertake no Blue Sky survey or investment survey with respect to the Notes in issuing our Note Opinion and other opinions which may be required at Closing, except as may be hereafter specifically requested by the Underwriter and agreed to by us.

#### ***Compensation and Reimbursement***

Based upon (i) our current understanding of the terms, the structure, size and schedule of the financing represented by the Notes, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financings and (iv) the responsibilities we will assume in connection therewith, we estimate that our fees as Bond Counsel for the Notes will be \$3,410.00. Such estimated fee may vary if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with the Issuer prior to any such adjustment. In addition we will expect to be reimbursed for all out-of-pocket expenses, including travel costs, photocopying, deliveries, long distance telephone charges, fax charges, transcript preparation charges, filing fees, computer-assisted research and other necessary office disbursements. Our fee is normally paid at the closing, and we customarily do not submit any statement until the Closing.

When the Issuer has obtained a purchase commitment for the Notes or has entered into an underwriting agreement with respect to the Notes, we will contact you regarding the agreed structure of the financing and its implications, if any, with respect to our fees.

**Conflicts**

As you are aware, our firm represents many political subdivisions, companies and individuals, including various subdivisions that territorially overlap the Issuer, such as the City of St. Clairsville. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Notes. We do not believe such representation, if it occurs, will adversely affect our ability to represent the Issuer as provided in this engagement letter, either because such matters will not be sufficiently different from the issuance of the Notes so as to make such representations not adverse to our representation of the Issuer, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Notes. Execution of this engagement letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

**Miscellaneous**

Our willingness to undertake the functions described herein with respect to the Notes is based upon the facts available to us at this time. We will commence our function with respect to the Notes after determining that nothing has come to our attention at that time which would lead us to conclude that there are any legal obstacles to delivery of the Notes. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Notes, which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our Note Opinion.

We understand that until we have been paid any fees for time and expenses owed to us under the terms of this engagement letter, the Issuer will not seek to engage any firm other than Peck, Shaffer & Williams LLP to serve as Bond Counsel in connection with the issuance of the Notes.

At the Issuer's request, papers and property furnished by the Issuer for the Note issue will be returned promptly upon receipt of payment for outstanding fees and client charges relating to that transaction. Our own files, including lawyer work product, pertaining to any particular transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of any particular transaction covered by this engagement letter.

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in the Note issue. We further assume that all other parties understand that in a transaction covered by this engagement letter we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Bond Counsel are limited to those contracted for in this engagement letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Note Opinion.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter with respect to the Notes will be concluded upon issuance of the Notes. Nevertheless, subsequent to the Closing, we will mail the appropriate Internal Revenue Service Form 8038, and may prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Notes.

As previously stated, representation during subsequent Internal Revenue Service random and directed audits or Securities and Exchange Commission investigations, however, is beyond the scope of this engagement letter. In the event of a random or directed audit of the Notes by the Internal Revenue Service or questions raised regarding the Notes by the Securities and Exchange Commission, we would represent the Issuer, if requested, during the audit or investigation, subject to a supplemental engagement letter and at our standard hourly rates. The Issuer would also have the option to retain separate counsel to represent the Issuer during such an audit or investigation; assistance we might be called upon to render to such separate counsel would also be charged at our standard hourly rates.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

We would be pleased to discuss this letter, our firm or the proposed financing at your convenience, and you should feel free to contact the undersigned with respect to such matters.

Very truly yours,

PECK, SHAFFER & WILLIAMS LLP  
Per

*Dennis G. Schwallie /s/*  
Dennis G. Schwallie

cc: Andrew J. Brossart via email (Andrew.brossart@53.com)

Accepted and Agreed to this 14th day of May, 2014

COUNTY OF BELMONT, OHIO

By: Matt Coffland /s/  
County Commissioner

By: Mark A. Thomas /s/  
County Commissioner

By: Ginny Favede /s/  
County Commissioner

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM  
H.E. NEUMANN FOR ONE NEW HEAT PUMP FOR THE  
JUVENILE/PROBATE COURT AREA/BUILDINGS AND GROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept proposal number 24562 from H. E. Neumann in the amount of \$7,516.00 for all labor and materials to supply and install one new Carrier water source heat pump for the Juvenile/Probate court area of the Belmont County Courthouse.

**PROJECT AGREEMENT FOR BUILDING  
ENVIRONMENTAL SYSTEMS**

Proposal Date	Proposal Number	Agreement No.
05/08/2014	24562	

**BY AND BETWEEN:**

H.E. Neumann  
100 Middle Creek Road  
Triadelphia, WV 26059

**AND**

Belmont County  
101 West Main Street  
St. Clairsville Ohio 43950

hereinafter CONTRACTOR

hereinafter CUSTOMER

**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):**

**JUVENILE PROBATE AREA- JUDGE COSTINES OFFICE**

We are pleased to confirm our proposal for all labor and materials to replace & relocate the water source heat pump serving the Juvenile Probate area, including Judge Costines office & restroom areas. The existing water source heat pump has a bad compressor and restricted evaporator coil. The heat pump is located high above Judge Costine’s restroom ceiling area, has supply & return ductwork passing underneath, making service/maintenance very difficult. We propose to install a new Carrier water source heat pump but relocate it to the office area adjacent to Judge Costine’s restroom. This will make future maintenance and service more manageable as well as not disturbing the Judge. Included are allowances for the heat pump, all supply & return ductwork revisions, all high & low voltage wiring revisions, all supply & return chilled water piping revisions and proper system start-up and testing by a Carrier factory authorized service technician.  
TOTAL INSTALLATION AMOUNT = \$ 8,679.00  
TOTAL CREDIT FOR OUR COST TO REPAIR THE OLD UNIT PER THE MAINTENANCE AGREEMENT = \$ 1,163.00  
TOTAL ADJUSTED INSTALLATION AMOUNT = \$ 7,516.00

**CONTRACTOR**  
John Daniel Longwell /s/  
Signature (Sales Representative)  
**Approved For Contractor**

Signature  
Project Sales Manager  
Name & Title  
Date

**CUSTOMER** Ginny Favede /s/  
Matt Coffland /s/ Mark A Thomas /s/  
Signature (Authorized Representative)

Matt Coffland, Mark Thomas, Ginny Favede  
Name (Print/Type)  
Belmont County Commissioners  
Title  
05/14/14  
Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ADOPTING THE RESOLUTION ESTABLISHING THE  
BELMONT COUNTY LAND REUTILIZATION CORPORATION FOR  
THE COUNTY TREASURER’S OFFICE IN ACCORDANCE WITH OHIO  
REVISED CODE SECTION 5722.02, EFFECTIVE MAY 14, 2014, AND  
APPROVING THE INITIAL ARTICLES OF INCORPORATION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution establishing the Belmont County Land Reutilization Corporation for the County Treasurer’s Office, in accordance with Ohio Revised Code Section 5722.02, effective May 14, 2014, and approving the initial Articles of Incorporation upon their filing.

**RESOLUTION ESTABLISHING THE BELMONT COUNTY LAND REUTILIZATION CORPORATION FOR THE COUNTY TREASURER’S OFFICE IN ACCORDANCE WITH OHIO REVISED CODE SECTION 5722.02, EFFECTIVE MAY 14, 2014, AND APPROVING THE INITIAL ARTICLES OF INCORPORATION.**

**WHEREAS**, division (A) of Section 5722.02 of the Revised Code authorizes a county to elect to adopt and implement the procedures set forth in Sections 5722.02 to 5722.15 of the Revised Code to facilitate the effective reutilization of nonproductive land situated within its boundaries; and

**WHEREAS**, division (A) of section 1724.04 of the Revised Code authorizes a county that has a population of more than sixty thousand as of the most recent decennial census and that elects to adopt and implement the procedures set forth in Sections 5722.02 to 5722.15 of the Revised Code to organize a county land reutilization corporation for the purpose of exercising the powers granted to a county under Chapter 5722 of the revised Code; and

**WHEREAS**, Belmont County, Ohio (the “County”) has a population over sixty thousand as of the year 2010, the year of the most recent decennial census; and

**WHEREAS**, the Board of Belmont County Commissioners (“the Board”) has determined that the current economic conditions in the County and the conditions of the real estate market in the County, including, but not limited to, the foreclosures for mortgage and tax payment delinquencies, are such as to necessitate the adoption and implementation of the procedures set forth in Sections 5722.02 to 5722.15 of the Revised Code to facilitate the effective reutilization of nonproductive land situated within its boundaries; and

**WHEREAS**, division (B) of Section 5722.02 of the Revised Code permits a county that adopts a resolution under division (A) of such section to cause to be organized a county land reutilization corporation under Chapter 1724 of the Revised Code to act on behalf of and cooperate with the county in exercising the powers and performing the duties of a county with respect to land reutilization under Chapter 5722 of the Revised Code; and

**WHEREAS**, the Board now desires to adopt a resolution under division (A) of Section 5722.02 of the Revised Code adopting and implementing the procedures set forth in Sections 5722.02 to 5722.15 of the Revised Code to facilitate the effective reutilization of nonproductive land situated within its boundaries; and

**WHEREAS**, in the furtherance of the implementation of an effective land reutilization program and in accordance with division (B) of Section 5722.02, the Board also desires to organize a county land reutilization corporation under Chapter 1724 of the Revised Code to act on behalf of and cooperate with the County in exercising the powers and performing the duties of a county under Chapter 5722; and



**WHEREAS**, the Board hereby finds and determines that all formal actions relative to the adoption of the resolution were taken in an open meeting of this Board, and that all the deliberations of this Board, and of its committees, if any, which resulted in formal actions, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

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

**Section 1.** In accordance with division (A) of Section 5722.02 of the Revised Code, this Board hereby finds and determines that the existence of nonproductive land within its boundaries due to foreclosures from mortgage and tax payment delinquencies and other reasons is such as to necessitate the implementation of a land reutilization program to foster either the return of such nonproductive land to tax revenue generating status or the devotion thereof to public use.

**Section 2.** This Board hereby elects to adopt and implement the procedure set forth in Sections 5722.02 to 5722.15 of the Revised Code to facilitate the effective reutilization of nonproductive land situated within its boundaries.

**Section 3.** In furtherance of the implementation of a land reutilization program for the County, this Board hereby authorizes and directs that a county land reutilization corporation (the "Corporation") shall be organized under Chapters 1724 and 1702 of the Revised Code and hereby authorizes with Section 1724.04 of the Revised Code by execution and filing of its initial articles of incorporation in the form heretofore on file with the Clerk of this Board.

**Section 4.** Pursuant to and in accordance with Section 1724.04 of the Revised Code, this Board hereby approves the form of initial articles of incorporation heretofore files with the Clerk of this Board.

**Section 5.** Pursuant to division of Section 5722.02 of the Revised Code, the Clerk of this Board is authorized and directed to deliver a certified copy of this resolution to the Auditor of the County, the Treasurer and the Prosecuting Attorney of the County.

**Section 6.** This resolution shall take effect and be in force immediately upon its adoption.

Motion made by Commissioner Thomas, seconded by Commissioner Coffland to adopt the foregoing resolution and upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT CO. DEPT. OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY**

Motion made by Mr. Thomas to adopt the following Resolution:

**RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY**

**WHEREAS**, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

**WHEREAS**, counties have requested such adjustments to best meet the needs of their constituents due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

**WHEREAS**, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

**WHEREAS**, a county family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such requests a resolution authorizing such from that county's Board of Commissioners; and

**WHEREAS**, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county family service agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

**THEREFORE, BE IT RESOLVED** that the Belmont County Board of Commissioners hereby assigns authority to Vince Gianangeli, BCDJFS Director, to serve as the Belmont County Board of Commissioners' designee, and hereby grants Vince Gianangeli the authority to sign inter-county adjustment agreements on behalf of Belmont County for the period May 14, 2014 through December 31, 2014, with the understanding that a summary of such adjustments shall be provided to the Board of Commissioners as they are made with other County Departments of Job and Family Services.

Mr. Coffland seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Adopted this 14<sup>th</sup> day of May, 2014.

<u>Matt Coffland /s/</u>	<u>Yes</u>
Matt Coffland, President, Board of County Commissioners	
<u>Mark Thomas /s/</u>	<u>Yes</u>
Mark Thomas, County Commissioner	
<u>Ginny Favede /s/</u>	<u>Yes</u>
Ginny Favede, County Commissioner	

**IN THE MATTER OF ACCEPTING THE ESTIMATE FROM ALLIED PLATE GLASS FOR RECEPTION/SWITCHBOARD AREA/BUILDINGS AND GROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept estimate number 0111-1115 from Allied Plate Glass in the amount of \$913.75 for all labor and hardware to furnish and install two new sliding glass windows in the Reception/Switchboard area of the Belmont County Courthouse.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM CAPITAL BUSINESS INTERIORS FOR WORKSTATION IN COMMISSIONERS OFFICE/BUILDINGS AND GROUNDS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept proposal number 78936 from Capitol Business Interiors in the amount of \$4,507.50 for construction and installation of one custom workstation for the Belmont County Commissioners' Office.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE AGREEMENT  
WITH FACILITYDUDE.COM FOR THE CORSA PREVENTATIVE  
MAINTENANCE PROGRAM**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the agreement with FacilityDude.com regarding the terms and use of the Facility Dude CORSA Preventative Maintenance Program.

**FacilityDude Agreement for CORSA Preventive Maintenance Program**

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FacilityDude.com alone will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Service ("Submissions") and you agree to assign such Submissions to FacilityDude.com free of charge. FacilityDude.com may use such Submissions as it deems appropriate in its sole discretion.

Notice

FacilityDude.com shall give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in FacilityDude.com's account information, and by written communication sent by first class mail to your address on record in FacilityDude.com's account information. You may give notice to FacilityDude.com (such notice shall be deemed given when received by FacilityDude.com) at any time by any of the following: electronic mail to [sales@facilitydude.com](mailto:sales@facilitydude.com); letter sent by confirmed facsimile to FacilityDude.com at the following fax number: 919-459-3107; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to FacilityDude.com at the following address: FacilityDude.com, 11000 Regency Parkway, Suite 200, Cary, NC 27518.

Modification to Terms

FacilityDude.com reserves the right to change the terms and conditions of this Agreement or its policies relating to the Service at any time and shall notify you in writing and by posting an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

Beneficiaries

The rights and limitations in this Agreement are also for the benefit of FacilityDude.com's licensors each of whom shall have the right to enforce its rights hereunder directly and on its own behalf.

General

This Agreement will be governed by Ohio law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You shall bring all disputes, actions, claims, or causes of action related to this Agreement or in connection with the Service only in the federal and state courts located in Ohio. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. The English language version of this Agreement shall control. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and FacilityDude.com as a result of this agreement or use of the Service. The failure of FacilityDude.com to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by FacilityDude.com in writing. This Agreement comprises the entire agreement between you and FacilityDude.com and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For [insert name]

Signed: \_\_\_\_\_

Printed Name:

Title:

Date:

DATE APPROVED: 5/14/14

Mark A. Thomas /s/

Matt Coffland /s/

Ginny Favede /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

For FacilityDude.com

Signed: Gregory M. James /s/

Printed Name: Gregory M. James

Title: Sr. Account Representative

Date: 6/13/2014

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM  
FACILITYDUDE FOR A SUBSCRIPTION TO MAINTENANCE EDGE  
FACILITIES MANAGEMENT SOFTWARE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal from FacilityDude in the amount of \$2,152.50 for a one year subscription to MaintenanceEdge facilities management software. (The total cost of \$8,610.00 is being subsidized 75% by CORSA.)

**FACILITY DUDE** **CORSA**

5/1/2014  
Jack Regis  
Belmont County  
101 W Main St  
Saint Clairsville, OH 43950

Dear Jack,  
Thank you for your interest in FacilityDude’s affordable suite of powerful, easy-to-use online tools that allow you to save money, increase efficiency, and improve services.  
CORSA has partnered with FacilityDude to provide the CORSA Preventive Maintenance Program, which will provide its members with best-in-class facility management software solutions. Pricing for the FacilityDude software is based on the total square footage of your facilities.  
Total Square Footage of Facilities: 573,911

Item	Term	Investment
MaintenanceEdge – First Year Total	First Year	\$8,610.00
<b>CORSA 75% Subsidy: Product Subscription</b>	First Year	(\$6,457.50)
<b>Your Total Initial Investment (Will be invoiced to you by CORSA)</b>		<b>\$2152.50</b>

**Annual renewal amount is \$1,365.00** (includes CORSA 75% subsidy for renewal)  
**Values of extras included with the CORSA Program at no cost.** (Data Imports of users/ locations/ equipment plus CORSA custom PM Templates): \$3,100.00

In return for taking part in the CORSA/FacilityDude facility management software subsidy program you agree that:

1. CORSA may access your data for use in their research on mitigating risk through sharing best practices in facility management
2. CORSA will invoice you for your share of initial investment and annual renewal.

**Terms of Service:**

- Proposal has been prepared for Belmont County.
- Proposal is valid for 30 days.
- Initial Term: 12 months
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Applicable sales taxes are in addition to the quoted price. If Belmont County is tax exempt please email a copy of your Tax Exemption Certificate to [accounting@facilitydude.com](mailto:accounting@facilitydude.com).
- Training and startup assistance will be provided in a personalized online format and through telephone support as indicated on our website.
- Technical Support is available from 8am to 6pm EST. Please call (877) 655-3833 or email [support@facilitydude.com](mailto:support@facilitydude.com) for technical support.
- Subscription begins upon written acceptance of terms and conditions of the proposal.
- Project management and onsite training are outside of the scope of this proposal and are available at an additional cost.
- Terms of this agreement are governed by the FacilityDude-CORSA Privacy and terms of use agreement, a copy of which is being sent along with this proposal.

**Payment and Delivery Terms:**

- If within 60 days of order you are not completely satisfied, you can cancel your service for a full refund.
- FacilityDude.com solutions are delivered for the client to access within 24 hours of the order.

**SUBMITTED BY:**

_____	_____
GREG JAMES	5/1/14
Representative Name	Date

**ACCEPTED BY:**

_____	_____
Customer Signature	Date
_____	_____
Print Name	Position

**Please address the purchase order to:**

FacilityDude.com  
11000 Regency Parkway, Suite 200  
Cary, NC 27518

\*\*\*Please send an electronic copy of the signed proposal to [sales@facilitydude.com](mailto:sales@facilitydude.com) fax to (919) 674-8515

**DATE APPROVED** 5/14/14

Mark A Thomas /s/

Matt Coffland /s/

Ginny Favede /s/

**BELMONT COUNTY COMMISSIONERS**

1-866-455-DUDE (3833) [info@facilitydude.com](mailto:info@facilitydude.com) 11000 Regency Pkwy. Ste.200, Cary, NC 27518 [www.facilitydude.com](http://www.facilitydude.com)

**DISCUSSION** – Mr. Thomas explained this was presented to the board by Facilities Manager Jack Regis. It is a program where we work with our insurance company, CORSA. The software puts all of our maintenance and repair issues on the computer. It permits anyone within use of the system to make requests and allows the Commissioners to see who is making the requests, and what needs repaired or maintained. This will make us more efficient with regard to building repairs and maintaining or lowering our insurance premium.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**OPEN PUBLIC FORUM** – Pease Township Trustee Mike Bianconi spoke of his appreciation for the land banking. He said he can't wait to be able to tear some houses down. He understands it will be awhile until we get to that point. He offered assistance from Pease Township. Mrs. Favede took the opportunity to state, "I think the word 'bank' associated with it gives the onus that there's going to be a money making ability. It really couldn't be more contrary to that. This is an ability for us to help local governments do something that plagues the county and they have no financial ability to take care of it." In the past five years she has heard all over the county the lack of money the municipalities have for this effort. The name chosen for the land bank will be Belmont County Land Reutilization Corporation. The word 'bank' will be removed.

Richard Hord questioned Vince Gianangeli holding the positions of both Director and Fiscal Officer of BCDJFS. He thought the board would want to avoid this and felt there was a need for a system of checks and balances. Mr. Coffland said the checks and balances are in place with the yearly state audit. The state auditors check that department quite often. Mr. Hord wanted to know if the board would be replacing the Fiscal Officer and if it would be a part-time position. Mr. Thomas said no decisions have been made and advised that Mr. Hord might be surprised to know that there are many counties that have a person who serves in this dual capacity. At the present time Mr. Gianangeli has not had a change in the amount of his compensation for handling both duties.

**9:30 David Hacker, Senior Services Program Coordinator  
Re: Older Americans Month Proclamation**

Mrs. Favede began by reading the proclamation. Senior Services is recognizing in many ways this month Older Americans through a vast variety of outlets. They had the Older Americans Caregivers Extravaganza last Tuesday at the Mall. Next Friday he invited all to the J B Martin Recreation Center for the event named "Hoedown on the Hill." They have received approximately 200 RSVPs from seniors in our county. Mr. Hacker noted there is an aging epidemic in Belmont County. The average percentage of seniors in the State of Ohio range around 14%, with Belmont at 18%. All 10 of the Senior Center Directors were present. He gave recognition to the providers who take care of the seniors on a day to day basis. Mr. Hacker said the theme for this years' recognition is "Safety Today, Healthy Tomorrow." He advised biggest fatality when it comes to seniors is actually falls. Mrs. Favede voiced her appreciation to the staff at Senior Services for the joy and happiness they bring to the elderly every day and give them opportunities to socialize, take care of them, see that they take their medications, see that they are safe and become their friends. Mr. Thomas spoke of the wonderful agencies Belmont County has to take care of our youth and on the other spectrum, those that take care of our elderly. He noted it is very atypical in Ohio how our levies pass. He said, "It is nice to have older and wiser people in our county to educate us." Mr. Coffland gave his thanks to Mr. Hacker and his staff for their service. He said our Senior Directors are the front lines and watch over our seniors and keep us informed.

**IN THE MATTER OF ADOPTING THE PROCLAMATION  
DECLARING MAY AS OLDER AMERICANS MONTH**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the proclamation declaring May as Older Americans Month.

**PROCLAMATION  
HONORING  
OLDER AMERICANS MONTH  
2014**

**WHEREAS**, Belmont County includes approximately 12,700 citizens ages 60 and older; and  
**WHEREAS**, Belmont County is committed to helping all individuals live longer, healthier lives; and  
**WHEREAS**, the older adults in Belmont County have made countless contributions and sacrifices to ensure a better life for future generations; and

**WHEREAS**, we recognize the value of injury prevention and safety awareness in helping older adults remain healthy and active; and

**WHEREAS**, our community can provide opportunities to enrich the lives of individuals young and old by:

- Emphasizing the need to take action to safeguard themselves from unintentional injuries where they live, work and socialize
- Providing information on avoiding leading causes of injury for older adults – falls, motor vehicle-related incidents, suffocation, medication overdose, and fire/burns
- Helping older adults take control of their safety and wellbeing

**NOW, THEREFORE**, the Board of Belmont County Commissioners does hereby proclaim May 2014 to be Older Americans Month. We urge every resident to take time this month to recognize older adults and the people who serve and support them as powerful and vital individuals who greatly contribute to the community.

Adopted this 14th day of May, 2014.

**BELMONT COUNTY COMMISSIONERS**

*Matt Coffland /s/*

*Mark A. Thomas /s/*

*Ginny Favede /s/*

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**9:45 Belmont County Dept. of Job & Family Services  
Re: Proclaim May 2014 Foster Parent Month**

Vince Gianangeli stated BCDJFS serves people from birth to death. He recognized his staff that were in attendance: Christine Parker, Public Children Service Agency Administrator; John LaRoche, Supervisor; Case Managers Bill Marinacci and Jennifer Fietz. The 2014 Foster Parents of the Year were introduced, Angel and Jason Baker. They became certified foster parents in 2009 and have since had nine (9) different children come into their home. The sacrifices that they and their families have made in order to care for foster children was acknowledged. Mr. Gianangeli provided the following statistics: There are nearly 400,000 children and youth nationally in foster care with Belmont County having 33 children in care. In different placement types there are 19 in Foster Care; 12 in Kinship and 2 in a Group Home.

**IN THE MATTER OF ADOPTING THE PROCLAMATION DECLARING  
MAY 2014 AS FOSTER PARENT MONTH**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the proclamation declaring May 2014 as Foster Parent Month.

**PROCLAMATION  
DECLARING MAY 2014 AS  
FOSTER PARENT MONTH**

**WHEREAS**, "Building Blocks Toward Permanent Families" is the national theme for Foster Care Month; and

**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 in need of a temporary home; and

**WHEREAS**, Belmont County encourages foster families to ensure that children reside in a supportive environment until they can safely reunite with their birth family; 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 thirty-three (33) 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 2014 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 14th day of May, 2014.

**BELMONT COUNTY COMMISSIONERS**

Matt Coffland /s/  
Mark A. Thomas /s/  
Ginny Favede /s/

Upon roll call the vote was as follows:

Mr. Thomas                    Yes  
Mr. Coffland                 Yes  
Mrs. Favede                   Yes

**10:00 Larry Merry, Port Authority Director and Rick Frio of MPR Supply Chain Solutions  
Re: 2014 Oil and Gas Expo**

Mr. Merry and Mr. Frio gave the public and the media a brief update on what transpired at the 2014 Oil and Gas Expo. Mr. Thomas thanked Commissioner Favede for providing the seed leadership a couple of years ago to help get the Expo rolling and being involved since Day One. Mr. Frio advised Mr. Merry and Commissioner Favede came to him and asked if he and his company would run the show, noting the importance of it to this region. They had 10 weeks to prepare and he is proud to say the show was sold out. There were 2,000+ attendees and 160 exhibitors. They have created a platform as the theme they heard from the exhibitors was “it was a place where they got to meet the right people.” Commissioner Favede introduced them to Brandi Patt of Shadyside who “rocked the website.” Mr. Frio said they had industry leading speakers including Craig Butler from the Ohio EPA; Director Bob Beatty from “O” Ring, who is the leader of alternative fuels in the United States; and Toby Rice of Rice Energy. It was a great success and he is very proud of the MPR team.

Mr. Merry said Rick and MPR put together a team who worked well together. He said it was really handy that it was locally driven and they did a great job of understanding as a business that there needs to be value for the businesses that are there. Rick’s mission from day one was to create an environment and to encourage the businesses and create an atmosphere where the businesses could talk to each other. He believes there was a lot more business done at this expo. Mr. Frio thanked Sheriff Lucas for sending out deputies both evenings as there were very expensive items on display. The visible presence of the deputies made a big difference on show day. He said ShaleMedia.com recognized the expo with a great article. They are a national publication. Mr. Frio said they will have an every other week follow-up with the data base of several thousand people in the industry and will continue to promote Belmont County.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:25 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter executive session with Vince Gianangeli, Director and Lori O’Grady, HR Manager, Belmont County Department of Job & Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mr. Coffland                    Yes  
Mrs. Favede                    Yes  
Mr. Thomas                    Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:55 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn executive session.

Upon roll call the vote was as follows:

Mrs. Favede                    Yes  
Mr. Coffland                    Yes  
Mr. Thomas                    Yes

**AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting.

Upon roll call the vote was as follows:

Mr. Thomas                    Yes  
Mr. Coffland                    Yes  
Mrs. Favede                    Yes

Read, approved and signed this 22nd day of May, 2014.

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

We, Matt Coffland 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