

St. Clairsville, Ohio

May 18, 2011

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Kathy Marino, Assistant Clerk of the Board. *(Mr. Probst arrived at 10:10 a.m.)*

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. Coffland, seconded by Mrs. Favede, 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-Hughes Xerographic	Copier-printer-fax-scanner-Prosecutor/General Fund	380.00
A-Janet A. Krulock	Appearance Fee-Common Pleas/General Fund	640.00
A-Michael T. Durante	Repair steps-Thoburn Bldg./General Fund	2,158.75
A-PHSI Pure Water Finance	Water Service-Common Pleas/General Fund	50.00
A-Treasurer of State of Ohio	Audit Fees/General Fund	18,732.27
B-Crossroads Counseling	Court ordered counseling-Northern Div. Ct./Indigent Drivers Alcohol Fund	1,085.18
E-AT&T	Wireless/911 Wireless Fund	577.73
E-Digital Data	Color printer & Cisco port switch/911 Wireless Fund	1,406.95
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT Fund	10.21
N-NA GALV-WV, Inc.	Handrail/Beam Frame/Bridge & Wall Constr. Improve. Fund	1,225.44
N-Poggemeyer Design Group	Professional Services/Bridge & Retaining Wall Improv. Fund	2,968.36
O-Bank of New York	Interest payment/SSD#2 Sewer Bond Fund	34,831.24
O-Huntington National Bank	Interest payment/Bond retirement-Waterline Ext. Project Fund	81,034.38
P-American Electric Power	Services/WWS#3 Revenue Fund	1,508.47
P-Eastern Ohio Regional Wastewater Authority	Sewage Disposal/BCSSD Funds	76,516.38
P-Genlyte Thomas Group	Supplies/BCSSD Funds	2,256.45
P-Hach Company	Materials/WWS#3 Revenue Fund	25.39
P-Jo Stiles	Reimburse travel expenses/BCSSD Funds	112.50
P-Municipal Utilities	Purchased Water/BCSSD Funds	279.36
P-O.S. Hill & Co., Inc.	Materials/BCSSD Funds	373.92
P-Sewer Bond Retirement Fund	Transfer/SSD32 Revenue Fund	17,225.57
P-W.W. System #3	Purchased Water/WWS#2 Revenue Fund	39,169.87
P-Zep Manufacturing Co.	Supplies/SSD#2 Revenue Fund	705.76
S-AT&T	Phone service/Port Authority Fund	139.89
S-AT&T Mobility	Internet/Northern Div. Ct. Computer Fund	65.14
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,645.00
S-Matthew Bender	Jury instructions/Northern Ct. General Special Projects Fund	152.46
S-TSG	Website/Northern Div. Ct. Computer Fund	560.00
T-Chambers, Murphy & Burge Restoration, Ltd.	Assessment fees for Old sheriff's residence/Historic Sheriff Residence Fund	35,000.00
T-Chase Bank	CDBG Funds	58,880.00
T-Ohio West Virginia Excavating Co.	Pipe Creek Bridge Project/Pipe Creek Pedestrian Bridge Fund	31,450.00
W-Matthew Bender & Co.	Books/Law Library Fund	1,146.07
W-West	Information Charges/Law Library Fund	530.96
Y-Bridgeport, Village of	Patching Various Streets/County Motor Vehicle License Tax Fund	1,328.55

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for May 18, 2011 as follow:

FUND	AMOUNT
A-GENERAL	\$26,264.41; \$356.65; \$36,009.66; \$1,919.43
A-GENERAL/AUDITOR	\$991.39
A-GENERAL/EMA	\$2,284.20
A-GENERAL/JUVENILE	\$139.59
A-GENERAL/SHERIFF	\$14,430.62
A-GENERAL/911	\$2,884.77; \$1,098.87
B-Dog and Kennel	\$3,852.55
H-Job & Family, CSEA	\$169.35
H-Job & Family, Public Assistance	\$1,093.06; \$6,403.03; \$3,035.06; \$8,266.78
H-Job & Family, WIA	\$56,078.03
J-Real Estate Assessment	\$5,580.00
K-Engineer MVGT	\$9,534.88; \$45,706.73; \$724.90
M-Juvenile Ct. – Care and Custody	\$2,328.80
M-Juvenile Ct. – Intake Coordinator	\$50.00
M-Juvenile Ct. – Title IV-E Reimb.	\$1,060.83
P-Oakview Bldg.	\$1,651.76
P-Sanitary Sewer District	\$5,354.29; \$458.16; \$693.58; \$4,764.81; \$12,008.84; \$549.24; \$5,403.80; \$3,174.90; \$28,836.25; \$4,578.84; \$1,231.01; \$22,180.31
S-Certificate of Title Admn. Fund	1,380.55
S-Clerk of Courts Computer Fund	\$4,149.25
S-District Detention Home	\$4,575.14
S-Job & Family, Children Services	\$85,111.52
S-Juvenile Ct. General Special Projects	\$27.84
S-Oakview Juvenile Residential Center	\$1,184.38

S-Sheriff Commissary \$3,695.11
T-Sanitary Sewer District \$16.97

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN THE GENERAL FUND/SHERIFF'S

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfers within the General/Sheriff's Fund.

FROM **TO** **AMOUNT**
E-0131-A006-A02.002 Adm. Payroll E-0131-A006-A15.007 Unemploy. \$3,369.20

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE JUVENILE COURT CARE & CUSTODY FUND M60

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfer within the Juvenile Court Care & Custody Fund M60.

FROM: **TO:** **AMOUNT**
E-0400-M060-M75.008 Ins/Substance Abuse E-0400-M060-M64.008 Ins/Restitution 420.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUNDS FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within the Belmont County Sanitary Sewer District WWS #3 and SSD #2 funds:

FROM **TO** **AMOUNT**
WWS #3
E-3702-P005-P17.002 Salaries E-3702-P005-P34.074 Trans Out \$80,000.00
SSD #2
E-3705-P053-P01.002 Salaries E-3705-P053-P16.074 Trans Out 50,000.00

Upon roll call the vote was as follows:

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

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

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

FROM **TO** **AMOUNT**
E-8010-S030-S59.000 Fuel/Utilities E-8010-S030-S60.000 Maint/Repairs 3,500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN THE COMMON PLEAS COURT COMMUNITY BASED CORRECTIONS ACT GRANT FUND S77

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfers within the Common Pleas Court Corrections Act Grant Fund S77:

FROM **TO** **AMOUNT**
E-1520-S077-S04.S06 Hospitalization E-1520-S077-S05.004 Work comp \$464.32

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated May 18, 2011, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **GENERAL FUND - \$17,965.00** paid into R-0050-A000-A45.500 Refunds & Reimbursements on 05/12/11. *Note: This money represents reimbursement of monies advanced for the OUE Brick Tavern House Historic Preservation Project.*

\$129.56 paid into R-0050-A000-A45.500 Refunds and Reimbursements on May 13, 2011. *Note: Refund paid to Court of Common Pleas from Quill Corp. for returned merchandise.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Probst, seconded by Mr. Coffland granting permission for county employees to travel as follows:

AUDITOR - Don Harr and Doug DeVault to travel to Reynoldsburg, OH, on May 25, 2011, to attend OWMA Annual Business Meeting/Ohio Dept. of Agriculture. A county car will be used. Estimated expenses: \$100.00

Andrew Sutak, Lori Fannin and Doug DeVault to travel to Cleveland, OH, on June 6-9, 2011, to attend CAAO 2011 Summer Conference. A county car will be used. Estimated expenses: \$2,000.00

BCDJFS - David Badia to travel to Columbus, OH, on May 12, 2011, to attend General Assembly Meeting-CSEA. Estimated expenses: \$132.00

COMMISSIONERS - Matt Coffland to travel to Las Vegas, Nevada, on May 23-25, 2011, to attend the Global Retail Estate Convention. Estimated expenses: \$1,650.00

ENGINEER - John Parkinson to travel to Winchester, Ohio, on May 25, 2011, to attend The Horizon Project Coordination committee (Connect Ohio) meeting.

JUVENILE COURT - Probation Officers Kelly Carter, Courtney Cook and Allison Long to travel to Columbus, OH, on June 16-17, 2011, to attend the Chief Probation Officers Assoc. Probation Training.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the minutes of the Belmont County Board of Commissioners regular meetings of April 20, 2011.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE ENGINEER TO PARTICIPATE IN THE ODOT'S CONTRACT FOR SODIUM CHLORIDE (ROCK SALT)

Motion made by Mr. Coffland, seconded by Mrs. Favede to adopt the resolution authorizing the Belmont County Engineer to participate in the Ohio Department of Transportation's Contract for the purchase of sodium chloride (rock salt) for a one-year period effective from date of award.

OHIO DEPARTMENT OF TRANSPORTATION - Office of Contracts, Purchasing Services
Cooperative Purchasing Program - Sodium Chloride (Rock Salt)

DATE SUBMITTED: _____

RESOLUTION/ORDINANCE as adopted for sodium chloride requirements for purchase. Effective period: twelve months from date of award, inclusive, or on an effective date as determined by the Director at the time of bid.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Ordained, Intending to Be Legally Bound That Fred F. Bennett P.E., P.S. (*Agent*)

Hereby Requests Authority in The Name of Belmont County Engineer (Political Subdivision)

To Participate in the Ohio Department of Transportation's Contract for Sodium Chloride and Agrees:

- 1) To purchase an estimated salt tonnage, indicated below, exclusively from the vendor awarded the rock salt contract for the county in which said political subdivision is located;

018 NOTE: By executing this agreement and providing an estimated tonnage the Political Subdivision recognizes that Contract 018 will contain a min/max tonnage provision, as determined by the Director at the time of bid but will not exceed 80/120 respectively, for which the Political Subdivision will be responsible.
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318 NOTE: By executing this agreement and providing tonnage to purchase the Political Subdivision recognizes that Contract 318 will contain a 100% tonnage provision for which the Political Subdivision will be responsible.

- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving all disputes arising out of participation in the contract and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

MINIMUM ORDER = 1 TRUCKLOAD / 22 TONS WITHOUT PILER OR 200 TONS WITH PILER

STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (Estimated)
Roscoe Road Garage		1500 Tons
Neffs Garage		1000 Tons
Tacoma Garage		500 Tons
	Total	3000 Tons

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor shall invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

Matt Coffland /s/ President

(Authorized Signature and Title)

5/18/11

(Date)

Matt Coffland
 (Print Exactly as Signed Above)
Belmont County Courthouse
 (County Location) (County Number)
County Government
 (Political Subdivision)
101 W. Main Street, Courthouse
 (Street) (P.O. Box)
St. Clairsville OH 43950 – 1260
 (City) (State) (Zip plus 4)
Robert Detling or Dayle Conaway (740) 695-1580
 (Contact Name Responsible for Ordering Salt) (Phone Number)
rdetling@belmontcountyengineer.com or dconaway@belmontcountyengineer.com
 (E-Mail Address)

Note: This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services prior to the mailing of Invitation to bid.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING A SUBSIDY GRANT AGREEMENT WITH OHIO DEPARTMENT OF REHAB AND CORRECTION FOR COMMUNITY-BASED CORRECTIONS PROGRAMS ON BEHALF OF COMMON PLEAS COURT

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a Subsidy Grant Agreement with the Ohio Department of Rehabilitation and Correction for the Community-Based Corrections Programs, on behalf of the Belmont County Common Pleas Court, in the amount of \$94,280.00 for Fiscal Year 2012 (July 1, 2011 to June 30, 2012).

Note: This grant funds the Adult Probation Division under the supervision of Ed Gorence.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
 SUBSIDY GRANT AGREEMENT FOR
 COMMUNITY-BASED CORRECTIONS PROGRAMS
 408 NON-RESIDENTIAL FELONY**

WHEREAS, the Grantee has made application to the Grantor for funds made available for a Community Correction Act Grant, and has submitted a proposal for the use of these funds, and

WHEREAS, the Grantor is authorized, pursuant to authority in section 5149.30 et seq. of the Ohio Revised Code, to determine and award grants to assist local governments in community-based law enforcement services;

Ohio Ethics: All Contractors who are actively doing business with the state of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relative Division of O.R.C. Sections 102.01 to 102.09, and Governor Kasich's Executive Order 2011-03K for Ethics.

In accordance with Executive Order 2011-03K, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive order 2011-03K, (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and Executive Order 2011-03K. The Contractor understands that failure to comply with Executive Order 2011-03K is, in itself, grounds for termination of this Contract and may result in the loss of other Contracts with the state of Ohio up to and including debarment.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

Executive Order 2011-03K is available for review at: <http://governor.ohio.gov/executiveorders.aspx>.

NOW THEREFORE this Grant Agreement is made and entered into this _____ day of _____, 2011 by and between the State of Ohio, Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor) and the undersigned representatives of the (county) **Belmont Ohio**, (hereinafter referred to as Grantee), pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code.

A Terms and Conditions:

- 1) The Grantor awards to the Grantee the sum of **Ninety-Four Thousand, Two Hundred Eighty** dollars, to be paid in four equal installments of **\$23,570** for the period beginning with the effective date of this agreement and ending June 30, 2012 subject to the terms and conditions of this agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this agreement extend beyond June 30, 2012. Total expenditures for Fiscal Year 2012 (July 1, 2011 to June 30, 2012) will not in any case exceed **\$94,280**.
- 2) The amount specified in paragraph A.1 is subject to legislative appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (408) budget amount for Fiscal Year 2010 the parties agree that the Grantor may modify the amount in paragraph A.1 if such appropriation is less than the amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor Officials within their discretion. The Grantee and the Grantor agree to an interim payment of grant funds if an interim budget is adopted pending the final approval of the State of Ohio Fiscal Year 2010 budget. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.
- 3) In the event that the Grantee wishes to terminate the program or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event in compliance with Section 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor that amount paid to the Grantee which represents funding for services not yet rendered as determined by a financial audit completed by the Grantor.
- 4) The Grantee agrees to affect the program as outlined in the proposal submitted by the Grantee, and approved herein by reference. The program's positions, salaries, and fringe benefits shall be as stated in the proposal. The type of expenses, other than salaries of persons who will staff and operate the facility and program for which the state financial assistance can be used are those set out in the proposal. Purchases made with state funds shall be in accordance with county/state/municipal competitive bidding requirements. Any significant program change or reduction requires the prior written approval of the Grantor. In the event of such change or reduction is approved, the Grantor may make appropriate changes in funding.
- 5) It is agreed that the Bureau of Community Sanctions shall monitor grant activities during the grant period. Changes shall be submitted to and approved by the Bureau of Community Sanctions for the Grantor. The Grantee and the **CHIEF OF THE** Bureau of Community Sanctions will attempt to settle any controversy or a dispute which arises out of or relates to this agreement, or any breach of this agreement. Should this fail, the Grantee can appeal to the Deputy Director of the Division of Parole and Community Services for final resolution.
The fiscal agent designated to act on behalf of the Grantee is Andrew Satak. The program's tax identification number is 55-0665104.
- 6) Quarterly payments will be made by the Grantor **BY WAY OF ELECTRONIC FUND TRANSFER TO THE DESIGNATED PUBLIC ENTITY**. This process will continue until the total grant award has been expended
- 7) The Grantee agrees to manage and account for grant funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual." These guidelines are incorporated herein by reference.
- 8) The Grantee agrees to provide for services as required by State standards and/or policy and procedure.
- 9) This agreement may not be assigned or transferred by either party.
- 10) The Grantee shall remain responsible for all services performed under this Agreement. The Grantee shall comply with all applicable state and federal laws regarding the purchase of goods and services (including personal service contracts).
- 11) None of the persons who will staff and operate the program, including those who are receiving some or all of their salaries out of funds received by the program as state financial assistance, are employees or to be considered as employees of the Department of Rehabilitation and Correction. Employees who will staff and operate the program are employees of the program.

12) The program will make a reasonable effort to augment the funding received by the state.

(1) The program will comply with Section 5149.33 of the Ohio Revised Code wherein it states:

No municipal corporation, county, or group of contiguous counties receiving a subsidy under division (A) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multi-county municipal, county, or multi-county-municipal jail or workhouse and for any county or municipal probation department or for any community correction program. Each subsidy shall be used to make corrections expenditures in excess of those corrections expenditures being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the Department of Rehabilitation and Correction shall discontinue subsidy payments to the recipient.

a. This agreement supersedes any prior Grant Agreement for Community Correction Act Programs executed by the parties, or their authorized representatives. This document represents the sole agreement between the parties.

B) Program Evaluation:

1. The Grantee shall maintain statistical records for the period of the grant in the format and frequency as established by the Grantor.
2. The Grantee shall prepare and submit to the Grantor a report comprised of the statistical data pursuant to the Grantor's instructions. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.
- 3) The Grantee shall prepare a quarterly financial report to the Grantor. The reports shall be submitted thirty (30) days after the end of each quarter.
- 4) To determine if the local community-based correctional program is achieving its stated goal and objectives, the Grantee agrees to submit intake and **TERMINATION DATA** for each offender placed into its program to the Grantor. The frequency of submitting these forms will be determined by the Grantor and the Grantee shall make available all necessary records for validation and audit.
- 5) It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake and **TERMINATION DATA** at time intervals determined by the Grantor.
- 6) Failure to comply with Items (B) (1) through (6) (5) of this Grant Agreement may result in delaying subsidy payments to the Grantee.

C) Compliance:

1. The Grantee shall cooperate with and provide any additional information as may be required by the Department of Rehabilitation and Correction in carrying out an ongoing evaluation of subsidy funded community-based corrections programs.
2. All expenditures made by the Grantee with funds received as state financial assistance through this grant shall be governed by laws of the State of Ohio.
3. All contracts by the Grantee for services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the agreement and be approved by the appropriate county officials before their implementation. A copy of such agreement(s) shall be forwarded to the Bureau of Community Sanctions.
4. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 of the Ohio Administrative Code which are applicable under this Grant Agreement, may be cause for the Director of the Department of Rehabilitation and Correction to terminate further funding. Furthermore, the grant amount may be reduced or the Grant Agreement terminated by the Department of Rehabilitation and Correction if:
 - a. The quality and extent of the program services furnished by the Grantee has been significantly reduced from the level proposed in the Grant Agreement.
 - b. There is a financial or audit disclosure involving misuse of state funds.
3. The reason(s) for the intent to terminate or reduce funding shall be given in writing to the Grantee. Said notice will be given sixty (60) days prior to the termination of funding. The Grantee shall have thirty (30) days following the receipt of such notice in which to present a petition for reconsideration to the Director of the Department of Rehabilitation and Correction.
4. The Grantee warrants that it is not subject to an "unresolved" finding for recovery under O.R.C 9.24. If the warranty is deemed to be false, the contract is void ab initio and the Grantee must immediately repay to the Attorney General any funds paid under this agreement.

D) Program Continuation:

1. The Grantor will make reasonable efforts to secure continued funding or expansion of the subsidy program.
2. This Agreement shall be governed by the laws of the State of Ohio. It constitutes the entire Agreement between the parties regarding its subject matter. It is subject, however, to modification at any time upon the mutual written notification to the Grantee by the Grantor.
3. If any provision in this Agreement is determined by an appropriate court of law to be invalid and unenforceable, the remaining provisions shall continue in full force and effect to the extent possible.
4. All existing Grant Agreements are now rendered null and void and are superseded as of the executing of this Grant Agreement.

FOR THE GRANTOR:

_____ Alicia Handwerk, Chief Bureau of Community Sanctions	Date
_____ Sara Andrews, Deputy Director Division of Parole & Community Services	Date
_____ Andre Imbrogno, Legal Counsel Department of Rehabilitation & Correction	Date
_____ Gary C. Mohr, Director Department of Rehabilitation & Correction	Date

FOR THE GRANTEE:

It is hereby certified that the Board of County Commissioners has properly agreed to the terms of this agreement and has designated the undersigned to sign on behalf of the Board.

_____ <i>Matt Coffland /s/</i> County Commissioner	5/18/11 Date
_____ <i>Charles R. Probst, Jr. /s/</i> County Commissioner	5/18/11 Date

Mayor or City Manger Date

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,799,000 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.

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 10:00 o'clock a.m., on May 18, 2011, at the commissioners meeting room, located at the Courthouse, St. Clairsville, Ohio, with the following members present:

Matt Coffland
Charles R. Probst, Jr.
Ginny Favede

Mr. Coffland moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,799,000 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 forty (40) years, and of notes to be issued in anticipation thereof is twenty (20) 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 \$1,800,000 are about to mature and should be renewed in the principal amount of \$1,799,000;

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 \$1,799,000 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, 2012, 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 \$1,799,000 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, Fifth (2011) 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 County Auditor is hereby authorized to designate the Notes as "qualified tax-exempt obligations" to the extent permitted by Section 265(b) of the Code and not already deemed so designated, if the County Auditor finds and determines that the reasonably anticipated amount of tax-exempt obligations (whether or not designated as qualified) issued and to be issued by the County during 2011 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 2011 and with respect to such other matters as appropriate under the Code, including representing and covenanting on behalf of the County that the amount of tax-exempt obligations issued by the County and designated as "qualified tax-exempt obligations" for such purpose during 2011 will not exceed \$10,000,000.

SECTION 10. That the law firm of Peck, Shaffer & Williams LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the 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. Probst seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Coffland, Mr. Probst, Mrs. Favede

NAYS:

ADOPTED, this 18th day of May, 2011.

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

10:15 Proclamation Honoring Bellaire High School Clock Tower

**IN THE MATTER OF ADOPTING PROCLAMATION
HONORING THE BELLAIRE HIGH SCHOOL CLOCK TOWER**

Motion made by Mr. Coffland, seconded by Mr. Probst to adopt Proclamation Honoring Bellaire High School Clock Tower.

***PROCLAMATION
HONORING THE
BELLAIRE HIGH SCHOOL CLOCK TOWER***

WHEREAS, The Village of Bellaire has been graced by the presence of the Bellaire High School Clock Tower since 1925; and

WHEREAS, The Bellaire High School Clock Tower is a vital part of Belmont County's history.

WHEREAS, the bell that is housed in the clock tower was destroyed by fire in 1887, was recast and replaced in 1888, and rings today; and

WHEREAS, the Ohio Historical Society will be erecting a historical marker for the Bellaire High School Clock Tower on May 22, 2011; and

WHEREAS, the dedication of the historical marker will be held in concurrence with the Class of 2011 graduation, which will be the 134th graduation to be held at Bellaire High School; and

WHEREAS, the clock tower is a sentimental symbol and evokes fond memories to many graduates, and is, therefore, utilized as the emblem of the Bellaire High School Alumni Association.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby honor the Bellaire High School Clock Tower and the special meaning it holds for many generations of Bellaire High School graduates, along with present and past community members.

Adopted this 18th day of May, 2011.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Mary Jackson described a problem with pit bulls running loose in Neffs. When the Sheriff was called, they were told they do not handle this. Mr. Probst advised this is becoming a growing concern in the county. He stated the board has been told if it is after hours at the Animal Shelter and you can't reach the Dog Warden, to call the Sheriff's Office. Mr. Probst offered to do a follow up and told her to call the 911 non-emergency number, 695-9104, if she was unable to reach someone for help.

Johnny Waugh thanked the board for their opposition to Senate Bill 5.

IN THE MATTER OF BID OPENING FOR ENGINEER'S PROJECT 11-2 FURNISHING AND APPLYING LIQUID BITUMINOUS MATERIAL FOR DUST CONTROL ON VARIOUS COUNTY HIGHWAYS

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Belmont County Engineer's Project 11-2 Applying Liquid Bituminous Material for dust control on various county highways, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Lash Paving, Inc. P.O. Box 296 Colerain, OH 43916 Engineer's Estimate: \$201,000.00	X	\$ 197,825.00

Present for the bid opening were John Parkinson on behalf of Engineer Fred Bennett, David Lash, and Eric Ayres of The Times Leader

Motion made by Mr. Probst, seconded by Mrs. Favede to turn over all bids received for the Belmont County Engineer's Project 11-2 Applying Liquid Bituminous Material for dust control on various County Highways to John Parkinson, on behalf of County Engineer Fred Bennett, for review and recommendation.

Upon roll call the vote was as follows:

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

BREAK

10:45 Bob Bethel, Bethel Insurance Agency, and Ginny Shrimplin, CORSA Marketing Manager

Also present with the above-named were John Campbell, Matt Steele of Steele & Cook Insurance, and Bob Foster. Ginny Shrimplin presented a copy of the CORSA renewal letter and invoice. A new program started May 1. There will be a coverage enhancement this year to the crime coverage. There is a \$500,000 sublimit for fund transfer fraud and computer fraud. This coverage was added as a lot of counties are using electronic transfers now. This coverage had previously been excluded. No county has had hacker problems as of yet. This protects counties in the event someone hacks into the county computer system to illegally transfer cash or property. If someone would hack into the banks' system, then they (the bank) would have the coverage for that. CORSA wanted to be pro-active regarding this type of situation.

Ms. Shrimplin also discussed medical malpractice coverage for the jail physician position. CORSA does not cover the jail physician on the county policy. That is an additional fee of \$6,000.00. She is not recommending that this be done. The issue that CORSA is seeing is, in the counties that are not providing the med/mal coverage of a physician, they are recommending to the Commissioners to have a conversation with the Sheriff and make sure that both the Sheriff and the jail physician understand that he (physician) is responsible for his own med/mal coverage while he is providing service at the jail. She advised the board to look at their contract and make sure that it specifically states that the physician carries his own med/mal coverage. She also recommended that the limit the physician should carry be no less than \$1 million. The contract should also state that the physician provides proof of that coverage on an annual basis and that the certificates specifically state that his med/mal applies while he is providing service at the jail. The reason being is that a lot of med/mal policies specifically exclude coverage if the physician is providing service at a correctional facility. It could be added by a rider, but there is no coverage unless he has that rider when that exclusion is in there. She further advised if your physician can get the coverage; that is where the exposure should lie. Mr. Probst stated we will pull our contract and check on this. Ms. Shrimplin advised nurses on staff as a county employee are covered for med/mal.

Ms. Shrimplin explained the county's invoice and how the figure is determined. The loss fund contribution is \$392,306.00. The deductible is \$2,500.00. This year's contribution is \$302,076.00. Total program costs are \$539,614.00. Belmont County will receive a loss control incentive program credit this year in the amount of \$7,745.00.

Ms. Shrimplin advised CORSA is doing a special program for all their members. They will do a session called "CORSA 101" for all elected officials, department heads and supervisors to talk about different types of coverage, claims, losses and their effects, risk management services and they have an HR Helpline. There is now a law enforcement help desk. There are defensive driving courses offered. She would like to schedule a session in Belmont County. The board was agreeable to schedule this as soon as possible. The class lasts approximately 1 1/2 to 2 hours.

The Industrial Appraisal official report in hard copy form was presented to the board. It is also available in a CD format. The last appraisal was done about 10 years ago. The new schedule will be every 5 years.

Mr. Coffland concluded by stating the need to set up the CORSA 101 class.

BREAK

11:30 Director Dwayne Pielech, Christine Parker, Billy Marinacci and Jennifer Fietz, Belmont Co. Dept. of Job & Family Services

Re: Foster Parent Month Proclamation and Recognition of Foster Parents of the Year (Scott and Trilby Henderson)

Mrs. Favede read the proclamation. Dwayne thanked the board for recognizing people who partner with DJFS. He noted the difficulty in getting people to come forward to help. Scott and Trilby Henderson have been chosen as the 2011 Foster Parents of the Year. The Henderson's and their 13 year old son, Eli, also have reached out and adopted three siblings, ages 8, 6 and 5. They are doing well and are very happy. The board offered their thanks for being foster parents and for providing a home for children in need. Congratulations were extended to them on being able to adopt this sibling group.

**IN THE MATTER OF ADOPTING RESOLUTION
DECLARING MAY 2011 AS FOSTER PARENT MONTH**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the following Proclamation declaring May 2011 as Foster Parent Month in Belmont County:

***RESOLUTION
DECLARING MAY 2011 as
FOSTER PARENT MONTH***

WHEREAS, “*You Can Change a Lifetime*” 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 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 thirty-nine (39) 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 does hereby proclaim May 2011 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 18th day of May, 2011.

Upon roll call the vote was as follows:

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

BREAK

NOTE: *Commissioner Coffland left meeting to attend a 911 meeting.*

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 12:15 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into executive session with Director Dwayne Pielech, Vince Gianangeli and Brenna Rocchio, BCDJFS, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 1:25 P.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:30 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to adjourn the meeting at 1:30 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 25th day of May, 2011.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ ASSISTANT CLERK