

St. Clairsville, Ohio

November 4, 2009

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

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

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

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. Probst, all members present voting YES, each bill was considered and it is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of bills allowed.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Jennifer L. Sargus	Mileage reimb. for conference/General Fund	111.60
A-National College of Probate Judges	Membership/General Fund	150.00
M-Mary Lyle	Mileage/Intake Coordinator-Juvenile Ct. Fund	167.40
S-Belmont Co. Commissioners	Reimburse Utility payments/In Home Care Levy-Comm on Aging Fund	7,882.70
S-Chase VISA	Conference OJDDA/District Detention Home Fund	278.86
S-TSG	Prepaid services/Northern Div. Ct. Computer Fund	3,500.00
W-Delinquent Collectors of Ohio, Inc.	Contract Services/DRETAC Treasurer's Office Fund	4,975.70

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for November 4, 2009 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$41,722.88; \$585.97; \$1,881.07
A-GENERAL/ATTORNEY FEES	\$285.76
A-GENERAL/AUDITOR	\$427.69
A-GENERAL/EMA	\$885.90
A-GENERAL/SHERIFF	\$3,864.06
B-AUDITOR/Dog and Kennel	\$398.45
H-Job & Family, CSEA	\$26,047.12
H-Job & Family, Public Assistance	\$25,466.69; \$7,325.81; \$123.00
H-Job & Family, WIA	\$103,342.90
K-Engineer MVGT	\$11,986.48; \$487.81
M-Juvenile Ct. – Title IV-E Reimb.	\$14,936.80
S-District Detention Home	\$3,818.97
S-Job & Family, Children Services	\$28,205.40
S-Oakview Juvenile Residential Center	\$4,542.71
S-Port Authority	\$249.04
S-Sheriff Commissary	\$470.34

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR**  
**THE GENERAL FUND/CLERK OF COURTS**

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0021-A002-E07.000 Travel	E-0021-A002-E08.000 Printing	\$ 100.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR**  
**THE GENERAL FUND**

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0055-A004-B14.012 Contract Services	E-0051-A001-A16.000 Indigent Burials	\$ 1,189.21

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR**  
**THE GENERAL FUND**

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0055-A004-B05.000 Repairs, Maint	E-0055-A004-B25.000 Bethesda Bldg Maint	\$ 1,500.00

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 GENERAL FUND/TREASURER**

Motion made by Mrs. Favede seconded by Mr. Coffland to approve the following transfers within fund for the General Fund/Treasurer.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0141-A001-C02.002 Salaries	E-0141-A001-C12.000 Banking Expenses	\$ 11,348.00
E-0141-A001-C03.010 Supplies	E-0141-A001-C12.000 Banking Expenses	250.00
E-0141-A001-C04.012 Equipment	E-0141-A001-C12.000 Banking Expenses	1,600.00
E-0141-A001-C07.000 Travel	E-0141-A001-C12.000 Banking Expenses	290.00
E-0141-A001-C08.000 Advertising & Printing	E-0141-A001-C12.000 Banking Expenses	960.00
E-0141-A001-C09.003 PERS	E-0141-A001-C12.000 Banking Expenses	2,500.00
E-0141-A001-C11.000 Other Expenses	E-0141-A001-C12.000 Banking Expenses	<u>700.00</u>
<b>TOTAL</b>		<b>\$ 17,648.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN PARK HEALTH FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the following transfer within Park Health Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2150-H030-H11.000 Other Exp	E-2150-H030-H15.075 Advance Out	\$165,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BCDJFS WORKFORCE DEVELOPMENT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the BCDJFS Workforce Development Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2600-H005-H05.000 Admn.	E-2600-H005-H03.000 Adult	42,000.00
E-2600-H005-H06.000 Rap. Response	E-2600-H005-H04.000 (Dislocated Worker)	35,492.56

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE ENGINEER'S MVGT FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Engineer's MVGT Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2812-K000-K11.002 Salaries	E-2813-K000-K34.003 PERS	\$ 10,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR THE CERTIFICATE OF TITLE ADM. FUND S79**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Certificate of Title Adm. Fund S79.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-6010-S079-S03.000 Supplies	E-6010-S079-S07.006 Hospitalization Insurance	\$ 1,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS WITHIN THE TREASURER'S OFFICE/DRETAC FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer of funds within the Treasurer's Office/DRETAC Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1410-W082-T09.011 Contract Services	E-1410-W082-T01.002 Salaries	\$ 20,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN THE GENERAL FUND AND THE BELMONT CO. 9-1-1 RADIO TOWER CONSTRUCTION FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer between the General Fund and the Belmont Co. 9-1-1 Radio Tower Construction Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9013-N013-N06.574 Transfers In	\$ 3,434.36

**Note: CORSA payment for lightning damage to tower sites. D/L 6/11/09**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN LIFE INSURANCE  
CHARGEBACKS FOR THE SECOND QUARTER PERIOD: (SEPT., OCT., & NOV. 2009)**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following transfer of funds for the Fort Dearborn Life Insurance Chargebacks for the Second Quarter (Sept., Oct. & Nov. 2009.)

<b>Transfer From</b>		<b>Transfer To</b>	<b>Amount</b>
E-1551-F088-F03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	<b>8.55</b>
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	<b>42.75</b>
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	<b>59.85</b>
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	<b>2.85</b>
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	<b>17.10</b>
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	<b>213.75</b>
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	<b>0.00</b>
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	<b>0.00</b>
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	<b>5.70</b>
E-2150-H030-H11.000	COUNTY HOME	R-9891-Y091-Y05.500	<b>0.00</b>
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	<b>51.30</b>
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	<b>21.39</b>
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	<b>218.04</b>
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	<b>81.24</b>
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	<b>44.25</b>
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	<b>129.00</b>
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	<b>28.41</b>
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	<b>30.99</b>
E-3706-P055-P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	<b>5.07</b>
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	<b>1.68</b>
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	<b>42.75</b>
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	<b>8.55</b>
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	<b>54.15</b>
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	<b>139.65</b>
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	<b>969.03</b>
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	<b>108.30</b>
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	<b>111.18</b>
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	<b>40.87</b>
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	<b>42.75</b>
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	<b>14.28</b>
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	<b>8.55</b>
E-1210-S078-S14.006	RECORDER	R-9891-Y091-Y05.500	<b>2.85</b>
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>14.25</b>
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>8.55</b>
E-0400-M060-M75.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>17.10</b>
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>17.10</b>
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>8.55</b>
E-0400-M079-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	<b>8.55</b>
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	<b>8.55</b>
	<b>Total amount this transfer</b>		<b>2,587.48</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE VISION INSURANCE CHARGEBACKS  
FOR THE MONTHS OF OCTOBER AND NOVEMBER, 2009**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for

the Vision Insurance Chargebacks for the months of October and November, 2009.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>A014-A11</b> E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	3,265.59
<b>A406-F08</b> E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y06.500	0.00
<b>A006-E11</b> E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y06.500	225.64
<b>A406-G09</b> E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	98.36
<b>A403-A09</b> E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	130.18
<b>M067-M05</b> E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	22.18
<b>M060-M64</b> E-0400-M060-M64.008 CARE & CUST REST.	R-9891-Y091-Y06.500	9.64
<b>M060-M29</b> E-0400-M060-M29.008 CARE & CUST CCAP	R-9891-Y091-Y06.500	0.00
<b>M060-M75</b> E-0400-M060-M75.008 CARE & CUST Sub A	R-9891-Y091-Y06.500	44.36

<b>M074-M01</b> E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y06.500	0.00
<b>M077-M02</b> SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y06.500	0.00
<b>M078-M02</b> E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y06.500	22.18
<b>S033-S47</b> E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	404.02
<b>S078-S14</b> E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	11.09
<b>J000-J06</b> E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	82.92
<b>W082-T07</b> E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	0.00
<b>S277-S02</b> E-1520-S077-S04.006 CORRECTIONS ACT GRNT	R-9891-Y091-Y06.500	22.18
<b>W080-P07</b> E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	22.18
<b>S088-S03</b> E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	22.18
<b>S086-S03</b> E-1561-S086-S03.006 NORTHERN SPEC PROJECT	R-9891-Y091-Y06.500	0.00
<b>S087-S03</b> E-1571-S087-S03.006 EASTERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
<b>B100-B10</b> E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	44.36
<b>L001-L13</b> E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	98.36
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	9.64
<b>E101-E12</b> E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	72.08
<b>T077-T01</b> E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	3.00
<b>T079-T01</b> E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y06.500	0.00
<b>F079-F01</b> E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y06.500	5.00
<b>F078-F02</b> E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	5.00
<b>F077-F01</b> E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y06.500	24.00
<b>F076-F01</b> E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y06.500	46.00
E-2218-G000-G01.002 FOOD SERVICE	R-9891-Y091-Y06.500	30.00
E-2213-F075-F01.002 VITAL STATS	R-9891-Y091-Y06.500	0.00
E-2227-F074-F03.002 HOME SEWAGE TREAT. SYSTEM	R-9891-Y091-Y06.500	0.00
E-2229-F081-F01.001 PUBLIC HEALTH READINESS	R-9891-Y091-Y06.500	78.00
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y06.500	0.00
E-2228-F080-F01.002 CDC LEAD	R-9891-Y091-Y06.500	5.00
<b>S049-S63</b> E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	85.82
<b>H300-H13</b> E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	431.06
<b>H310-H08</b> E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	0.00
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	22.18
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	51.10
<b>K200-K24</b> E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	501.44
<b>K200-K37</b> E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	196.72
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	96.88
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	273.70
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	52.14
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	50.82
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	9.40
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	3.06
<b>T075-T52</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	88.72
<b>S079-S07</b> E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	120.54

<b>S230-S66</b> E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	292.18
<b>W081-P07</b> E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>0.00</u>
<b>TOTAL</b>		<b>7,078.90</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
THE DELTA DENTAL CHARGEBACKS FOR  
THE MONTHS OF OCTOBER AND NOVEMBER, 2009**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Delta Dental Chargebacks for the months of October and November, 2009.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>A014-A12</b> E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	14,786.22
<b>A406-F08</b> E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y07.500	0.00
<b>A006-E11</b> E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y07.500	1,011.54
<b>A406-G09</b> E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	449.22
<b>A403-A09</b> E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	589.80
<b>M067-M05</b> E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
<b>M060-M64</b> E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y07.500	37.70
<b>M060-M29</b> E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	0.00
<b>M060-M75</b> E-0400-M060-M75.008 CARE & CUST Sub Abu	R-9891-Y091-Y07.500	205.76
<b>M074-M01</b> E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y07.500	0.00
<b>M077-M02</b> SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y07.500	0.00
<b>M078-M02</b> E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y07.500	102.88
<b>S033-S47</b> E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,789.84
<b>S078-S14</b> E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	51.44
<b>J000-J06</b> E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	356.56
<b>W082-T07</b> E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
<b>S277-S02</b> E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
<b>W080-P07</b> E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	205.76
<b>S088-S03</b> E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	102.88
<b>S086-S03</b> E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
<b>S087-S03</b> E-1571-S087-S03.006 EASTERN SPECIAL PROJ	R-9891-Y091-Y07.500	0.00
<b>B100-B10</b> E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	205.76
<b>L001-L13</b> E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	449.22
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	37.70
<b>E101-E12</b> E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	439.93
<b>T077-T01</b> E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	12.00
<b>T079-T01</b> E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y07.500	0.00
<b>F079-F01</b> E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y07.500	25.00
<b>F078-F02</b> E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	25.00
<b>F077-F01</b> E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y07.500	110.00
<b>F076-F01</b> E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y07.500	208.00

E-2229-F081-F01.001 Public Health Readiness	R-9891-Y091-Y07.500	356.00
E-2218--G000-G01.002 FOOD SERVICE	R-9891-Y091-Y07.500	25.00
E-2213-F075-F01.002 VITAL STATS	R-9891-Y091-Y07.500	0.00
E-2227-F074-F03.002 HOME SEWAGE TREAT. SYSTEM	R-9891-Y091-Y07.500	0.00
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y07.500	0.00
E-2228-F080-F01.002 CDC Lead	R-9891-Y091-Y07.500	25.00
<b>S049-S63</b> E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	384.04
<b>H300-H13</b> E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,992.42
<b>H310-H08</b> E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	0.00
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	215.98
<b>K200-K24</b> E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	308.64
<b>K200-K37</b> E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	439.34
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,235.36
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	235.98
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	223.92
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	42.60
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	13.94
<b>T075-T52</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	411.52
<b>S079-S07</b> E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	552.10
<b>S230-S66</b> E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,320.18
<b>W081-P07</b> E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	<u>0.00</u>
<b>TOTAL</b>		<b>29,395.75</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR  
FOR THE EXPRESS SCRIPTS CHARGEBACKS FOR THE MONTHS OF OCTOBER  
AND NOVEMBER, 2009.**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>A014-A13</b> E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	25,979.84
<b>A406-F08</b> E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y08.500	0.00
<b>A006-E11</b> E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y08.500	1,780.12
<b>A406-G09</b> E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	863.74
<b>A403-A09</b> E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	1,604.42
<b>M067-M05</b> E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	197.36
<b>M060-M64</b> E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y08.500	74.30
<b>M060-M29</b> E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	0.00
<b>M060-M75</b> E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	394.72
<b>M074-M01</b> E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y08.500	0.00
<b>M077-M02</b> SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y08.500	0.00
<b>M078-M02</b> E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y08.500	197.36

<b>S033-S47</b> E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	3,062.56
<b>S078-S14</b> E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	98.68
<b>J000-J06</b> E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	691.92
<b>S277-S02</b> E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	197.36
<b>W080-P07</b> E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	271.66
<b>S088-S03</b> E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	197.36
<b>S086-S03</b> E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
<b>S087-S03</b> E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	0.00
<b>B100-B10</b> E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	394.72
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y08.500	0.00
<b>L001-L13</b> E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	863.74
<b>L005-L15</b> E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y08.500	74.30
<b>E101-E12</b> E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	670.03
<b>T077-T01</b> E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	18.00
<b>T079-T01</b> E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y08.500	0.00
<b>F079-F01</b> E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y08.500	37.00
<b>F078-F02</b> E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	37.00
<b>F077-F01</b> E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y08.500	165.00
<b>F076-F01</b> E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y08.500	311.00
E-2218-G000-G01.002 FOOD SERVICE	R-9891-Y091-Y08.500	25.00
E-2213-F075-F01.002 VITAL STATS	R-9891-Y091-Y08.500	0.00
E-2227-F074-F03.002 HOME SEWAGE TREAT. SYSTEM	R-9891-Y091-Y08.500	0.00
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y08.500	0.00
E-2228-F080-F01.002 CDC LEAD	R-9891-Y091-Y08.500	37.00
E-2229-F081-F01.001 Public Health Readiness	R-9891-Y091-Y08.500	531.00
<b>S049-S63</b> E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	74.30
<b>S066-S79</b> E-2410-S066-S80.000 BD. OF DD	R-9891-Y091-Y08.500	9,502.30
<b>H300-H13</b> E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	4,911.22
<b>H310-H08</b> E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	441.94
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	197.36
<b>K200-K10</b> E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	439.82
<b>K200-K24</b> E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	619.62
<b>K200-K37</b> E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	206.54
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	727.80
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	2,020.30
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	433.66
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	417.68
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y08.500	78.46
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	25.50
<b>T075-T52</b> E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	789.44
<b>S079-S07</b> E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	740.68
<b>S230-S66</b> E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	2,345.10
<b>W081-P07</b> E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00

<b>W082-T07</b> E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	<u>0.00</u>
<b>TOTAL</b>		<b>62,746.91</b>

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes
Mr. Probst	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 November 4, 2009, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies. **FOX COMMERCE FUND - \$3,292.85** representing monies received to pay the November loan payment.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** - BCDJFS Director Dwayne Pielech presented an update on the recent failed Social Services levy. He noted his disappointment in its failure. During campaigning they did not hear a lot of negatives concerning the same. His department will continue as they have been, going month to month. Some services that had to be cut will now not be able to be reinstated. He is hoping for no more additional cuts. Mr. Pielech said there are no planned staff changes and the agency will focus on core services, working with community partners to provide some of the services that BCDJFS can no longer provide. The board thanked him and the levy committee for their efforts. Mr. Pielech said no decision has been made as to if the levy will be pursued again next year. They will have to take a closer look at the election results before making any decisions.

A resident questioned the decision making process as to the side roads that will be part of the Mt. Victory Waterline Project. Mr. Coffland stated the original plan had two (2) alternate routes to fit into the grant. He said he thinks the Mead Township Trustees are going to set up a meeting with residents to see about adding in areas. He noted in the past when adding lines off a main line it will cost residents more, but is a quicker solution than waiting for more grants. Mr. Probst stated there have been discussions regarding cost per home in relation to length of the road. He said they tried to pick up as many alternates as possible with the grant money provided. He noted the county has a program to supply pipes and hydrants that can be looked into. He further said that the Mark Esposito can be sent out to see if they can be added in the future. The resident stated that the worst wells are on Otto and Scales Road. Mr. Coffland stated nothing can be done until the main line gets put in.

Mr. Hord asked if there would be any carryover of funds this year. Mr. Probst said it would be very minimal compared to past years. The Board said they hoped the economic situation improves but noted that cuts still need to be made at this time. Commission Probst said the Board is working to keep the county moving forward economically and to retain and create jobs.

Mike Bianconi presented figures he has received from Auditor Andy Sutak regarding the Infrastructure Fund. He listed various vendors who have been paid out of this fund, who would not be considered roads and bridges or water and sewer, and said he thinks more studies need done on where the money went.

**IN THE MATTER OF FINAL PLAT APPROVAL FOR STENGER SUBDIVISION UNION TOWNSHIP, SEC. 13, T-8, R-5**

**“Hearing Had-11:00 A.M.”**

Present for the hearing was Engineer Fred Bennett; Ruth Graham, Engineer’s Drafting Technician, Eric Ayres of The Times-Leader and Al Molnar of The Intelligencer. Ruth presents maps to board and explains this is a private roadway put in by Mr. Stenger. Approval was given by the Township Trustees.

**“FINAL PLAT APPROVAL”  
O.R.C. 711.05**

Motion made by Mrs. Favede to grant the final plat for the following:

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Stenger Subdivision, Union Township, Section 13, T-8, R-5, which appears to be regular in form and approved by the proper parties;

**THEREFORE**, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Probst seconded the motion and upon roll call the vote was as follows:

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

**11:15 Tammy Shepherd and Doreen Unterzuber of Keep Belmont County Beautiful with Jack Cera, of Jefferson-Belmont Solid Waste Authority**

Mrs. Favede introduced Jack Cera, the new Coordinator for the Jefferson-Belmont Solid Waste Authority. Mr. Cera noted this was his third day on the job and he was excited to take on this task. He stated the program is growing in both counties and people are much more aware of recycling. Mr. Probst thanked Mr. Cera for his years of service to BCDJFS and noted the loss of him from that agency is the Solid Waste Authority’s gain. Director Tammy Shepherd introduced Education Coordinator Doreen Unterzuber. She goes into the community educating



adults and children on recycling and the various programs they hold. Mrs. Shepherd read a list of upcoming programs and projects. She advised that if someone is unsure of where to take items to be recycled to call their office and they can make recommendations.

**IN THE MATTER OF ADOPTING PROCLAMATION  
IN RECOGNITION OF AMERICA RECYCLES DAY**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt a Proclamation in recognition of America Recycles Day:

**PROCLAMATION  
IN HONOR OF  
AMERICA RECYCLES DAY**

**WHEREAS**, each year, Americans generate more than 217 million tons of municipal solid waste – more than 4.5 pounds per person per day. While the nation has reached an overall recycling rate of more than 33 percent, Belmont County in the year 2008 has recycled a total of 1,243.4 tons of paper, glass, cans, plastics, metals, and tires from community drop-off locations, schools, businesses and community clean-ups. Much more can be done, especially in closing the loop and purchasing products made with recycled content; and

**WHEREAS**, to focus the nation’s attention on the importance of recycling and closing the loop, businesses, industries, government agencies, nonprofit organizations, and individuals have joined together to celebrate America Recycles Day 2009 and are encouraging their fellow employees and employers, staff, customers, membership and all citizens to pledge to do more; and

**WHEREAS**, participating in American Recycles Day 2009 is one way citizens can help raise awareness about the need to reduce waste by reusing, recycling and buying recycled products; and

**WHEREAS**, the theme of America Recycles Day is “It All Comes Back to You,” and

**WHEREAS**, state and community leaders need to spread the word about the excellent programs they have established, the growth of markets for recyclable materials, and the importance of buying recycled products.

**NOW, THEREFORE, WE**, the Board of County Commissioners, of Belmont County, Ohio, do hereby proclaim November 15, 2009 as “**AMERICA RECYCLES DAY**” in Belmont County and urge all citizens to pledge to buy recycled-content products and to recycle more items in Belmont County area recycling programs.

Adopted November 4, 2009

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: PORT AUTHORITY** – Director Larry Merry provided an update from his department. Mr. Merry noted the recent visit by the Governor seeing a local business and its growth and he spoke of the work being done at the new Industrial Park. He reported there is a new building being put up at Fox Commerce Park. Mr. Merry stated things are looking up and he said there is more good news than bad. These projects are a result of many entities working together, including the Port Authority, Commissioners, State, communities, towns and villages.

**IN THE MATTER OF APPROVING REQUEST OF  
WESTERN COURT DEPUTY CLERK  
DIANE MYERS FOR A LEAVE OF ABSENCE**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the request of Western Court Deputy Clerk Diane Myers for a leave of absence up to 90 days commencing November 10, 2009 based upon the recommendation of Judge Harry White; this leave is to be granted without pay and benefits are to be suspended pending Ms. Myers return to employment

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT  
WITH THE WINTERSVILLE POLICE DEPARTMENT  
ON BEHALF OF THE BELMONT CO. SHERIFF DEPARTMENT**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into agreement with the Wintersville Police Department, on behalf of the Belmont County Sheriff’s Department, for housing of prisoners in the Belmont County Justice Center, effective November 1, 2009 through April 30, 2010; Wintersville will pay Belmont County \$65 per day for each prisoner incarcerated.

**BELMONT COUNTY JUSTICE CENTER  
HOUSING OF PRISONERS CONTRACT**

THIS AGREEMENT entered into this November 1, 2009, by and between the Belmont County Board of Commissioners, hereinafter referred to as COUNTY, and the Wintersville Police Department, hereinafter referred to as Wintersville.

**WITNESSETH:** County covenants and agrees to receive, incarcerate and board prisoners presented to the Belmont County Justice Center by authorized agents of Wintersville, who are arrested under, pending trial for, sentenced under, or are otherwise in custody pursuant to the ordinances of legal process of municipality, under the following terms and conditions:

1. **ACCEPTANCE OF PRISONERS:** County will only accept a prisoner when room is available. County shall not be required to accept any prisoner who is obviously ill or injured, either physically or mentally. When it is not feasible for a physician to make this determination, then the decision of the County’s Jail Administrator shall be final. Wintersville shall immediately remove their inmate(s) from County upon request.

2. **DUTIES OF COUNTY:** County shall provide supervision and wholesome meals.

3. **MEDICAL TREATMENT:** In addition to any other financial obligation of Wintersville herein, Wintersville shall be solely and exclusively responsible to pay any and all expenses incurred for medical treatment for its prisoners, including but not limited to: Hospital, doctor, dentist, psychiatrist and prescription medication bills, and transportation costs. In the event that a Wintersville prisoner should require hospitalization, the following additional conditions shall apply:

Wintersville will be solely responsible for:

A. Guarding the hospitalized prisoner with its own personnel;

B. Waive the guarding of said prisoner by arranging for his release by the Wintersville authority, which originally incarcerated the prisoner.

4. **TRANSPORT OF PRISONER:** Wintersville will be solely responsible for the transport of all Wintersville prisoners housed by the county to court, other jail facilities and any appointments Wintersville makes on the inmate’s behalf.

5. **DEATH OF A PRISONER:** Wintersville agrees to assume liability for disposing of the body of any Wintersville prisoner who dies while in custody, if this liability is not accepted by relatives or third party.

6. **PAYMENT AND BILLING:** In addition to medical or other expenses as referred to herein, Wintersville shall pay to the County the sum of Sixty-Five Dollars (\$65.00) per day for each prisoner incarcerated by County pursuant to this agreement. “DAY” shall mean a calendar day or any part or fraction of a calendar day.

County shall provide Wintersville with an itemized statement of all charges under this Agreement on the first day of each month.

Wintersville shall pay and remit said charges as soon as it is legally permitted to do so; however, if a bill remains due and unpaid on the sixtieth day after date thereof, County may, at its option, elect to terminate this agreement, and after written notice thereof, shall refuse to accept any additional Wintersville prisoners.

Make all checks payable to: Belmont County Sheriff's Office  
68137 Hammond Road  
St. Clairsville, OH 43950

6. **TERM:** The initial term of this Agreement shall be for six months, commencing on November 1, 2009 and terminating on April 30, 2010. This contract is to provide assistance to Wintersville on a temporary basis. Either party may terminate this Agreement by thirty (30) days written notice to the other.

**BELMONT COUNTY COMMISSIONERS**

Jayne Long /s/  
Witness  
Kathy Marino /s/  
Witness  
Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr., President  
Ginny Favede /s/  
Ginny Favede  
Matt Coffland /s/  
Matt Coffland

Approved as to form:  
David K. Liberati /s/ (Assistant)  
Belmont County Prosecuting Attorney

**WINTERSVILLE**

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Walter Ziembo, Village Administrator

Approved as to form:  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT FOR EPM, INC. DBA LANSING CARRYOUT, PEASE TOWNSHIP**

Motion made by Mrs. Favede, seconded by Mr. Probst to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a D3 liquor permit number 2391238 for EPM Inc., DBA Lansing Carryout, 55181 National Road, Pease Township, Lansing, OH 43934. There have been no objections received and the Board of County Commissioners has no objections to the permit

**Note: D3 is for Spirituous liquor for on premises consumption only, until 1:00 a.m.**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM LIBERTY ENVIRONMENTAL SERVICES/FEMA NEFFS BUY-OUT PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to accept the proposal from Liberty Environmental Services, RR5 Box 270, Moundsville, WV to complete asbestos testing on 16 structures for the FEMA Neffs Buy-out Project, based upon the recommendation of A.C.Wiethe, grant administrator, Belomar Regional Council as follows:

Asbestos Hazard Evaluation \$35.00 per hour  
Collect suspect bulk samples for lab analysis \$7.00 per sample

**Note: Anticipated cost of not to exceed \$3,500.00 will be charged to the grant.**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING CONTRACT FOR ADMINISTRATIVE SERVICES WITH BEL-O-MAR REGIONAL COUNCIL TO ADMINISTER 2009 CHIP**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into Contract for Administrative Services with Bel-O-Mar Regional Council in the amount of \$138,700.00 to administer and implement the 2009 Belmont County Community Housing Improvement Program, effective November 2, 2009 through October 31, 2011.

**Note: Belomar will also be providing Rehabilitation Specialist Services (Housing Inspection, Construction Spec-writing and inspections services) and Lead testing services that were procured to outside firms in past years.**

**CONTRACT FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this 4th day of November, 2009, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and Bel-O-Mar Regional Council with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called "BEL-O-MAR."

WHEREAS, the COUNTY has been awarded a HUD CDBG and HOME funded Community Housing Improvement Program (CHIP) grant from the Ohio Department of Development, Office of Housing and Community Partnerships for the purpose of undertaking Housing Rehabilitation activities, hereinafter called "PROJECTS," within Belmont County, Ohio.

WHEREAS, the COUNTY does desire to retain professional grant administration and implementation services for said PROJECTS; and,

WHEREAS, BEL-O-MAR does desire to provide grant administration/implementation services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the COUNTY and BEL-O-MAR do hereby agree as follows:

**I.  
Purpose**

The COUNTY hereby engages and retains BEL-O-MAR to administer and implement the HUD CDBG/HOME funded Community Housing Improvement Program Grant awarded to the COUNTY for said PROJECTS.

**II.  
Scope of Services**

BEL-O-MAR agrees to perform the following grant administration services and duties:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said PROJECT.
2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said PROJECT including Citizen Participation requirements, Environmental Review Clearance, MBE/WBE Recruitment Efforts, Equal Employment Opportunity, Lead Based Paint Regulations, Ohio Historic Preservation Clearance, Fair Housing Laws and Contracting and Procurement Laws.
3. To set up and maintain bookkeeping and financial records for said PROJECT.
4. To establish and maintain official relations with the Department of Housing and Urban Development and all other grantor agencies for the purpose of reporting the progress and status of said PROJECTS.
5. To oversee and participate in all monitoring visits and program audits conducted by the Department of Housing and Urban Development or any other grantor agency.
6. To perform all Rehab Specialist Services and duties including; inspections, work write-up and cost estimates for repairs, coordinate with Lead Risk Assessor pertaining to Lead-Based Paint issues, attend all Pre-Bid and Pre-Construction Conferences to review work specifications and answer questions from homeowners and contractors, review and evaluate bids for rehab work, perform interim and final inspections, evaluate contractors performance and review and execute all necessary construction procurement documents pertaining to the CHIP program.
7. Procure services of Lead Risk Assessor and all other personnel necessary to complete the CHIP, including approved Contractor list.
8. Market the CHIP housing activities to eligible low and moderate income households.
9. Review and Process applications for assistance. Make determination as to eligibility, type, and amount of assistance.
10. Prepare and execute all required documents pertaining to CHIP assistance.
11. Act as local contact for clients, contractors and lending institutions for inquiries, payments and all other correspondence.
12. Attend all Pre-Bid and Pre-Construction conferences as well as all interim and final on-site inspections.
13. Attend all loan closings for downpayment assistance clients. Execute and record all loan security agreements.
14. Review, approve and process payment of contractor invoices, change orders, and other work related documents during the construction phases of said PROJECT.
15. To make regular reports to the COUNTY concerning the status and progress of said PROJECT.
16. Any and all other unforeseen miscellaneous items necessary for the successful completion of said PROJECT.

**III.  
Duties of County**

The COUNTY agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than four (4) years after the completion of said PROJECT.

**IV.  
Compensation**

The COUNTY agrees to pay a sum not to exceed One Hundred Thirty Eight Thousand Seven Hundred and 00/100 Dollars (\$138,700.00) to BEL-O-MAR as compensation for administration and implementation services rendered, and payable at such time as said grant monies are received for distribution by the COUNTY. BEL-OMAR will invoice the COUNTY no more frequently than once per month. The method of compensation to be used is as follows:

**MISCELLANEOUS LABOR** - All general labor costs not related to a specific project activity (Downpayment Asst., Private Rehab, etc.) will be billed as direct labor at the employee rates shown below.

A.C. Wiethe	Hourly Rate	29.70
Pam Douglas	Hourly Rate	32.85
Rick Healy	Hourly Rate	23.34

**DIRECT LABOR**- All labor costs associated with a specific grant project activity will be billed according to the attached Cost Breakdown By Activity sheet.

**FRINGE BENEFITS** - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2010 is .8780.

**TRAVEL** - travel required to perform this contract will be billed as direct.

**COMMUNICATIONS**- telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

**OTHER** - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

**INDIRECT COSTS** - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2010 is .8077.

**V.  
Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until October 31, 2011. The term of this Agreement may be extended upon the mutual written consent of the parties.

**VI.  
Termination of Contract for Cause**

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**VII.  
Termination for Cause and Convenience of the COUNTY**

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

**VIII.  
Records and Audits**

BELOMAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all

project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.**

**Compliance with Executive Order 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**X.**

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

Jayne Long /s/  
Jayne Long, Clerk  
Board of County Commissioners

**THE BELMONT COUNTY COMMISSIONERS**

BY Ginny Favede /s/  
Ginny Favede

BY Matt Coffland /s/  
Matt Coffland

BY Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr.,

**BEL-O-MAR**

BY William C. Phipps /s/  
ITS Executive Director

ATTEST:

A.C. Wiethe /s/

APPROVED AS TO FORM ONLY David K. Liberati /s/ (Assistant Prosecutor)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING GRANT AGREEMENT WITH STATE OF OHIO, DEPT. OF DEVELOPMENT, FOR THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CHIP PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a grant agreement with the State of Ohio, Department of Development, for the Small Cities Community Development Block Grant (CDBG) Community Housing Improvement Program, Grant Number B-C-09-007-1, in the amount of \$112,000.00 for the period beginning September 1, 2009 through December 31, 2011.

*Note: This is the biennial agreement with the State to be administered by Belomar.*

**STATE OF OHIO  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
COMMUNITY HOUSING IMPROVEMENT PROGRAM  
CFDA No. 14.228  
GRANT AGREEMENT**

**F.T.I. Number: 34600236**

**Grant Number: B-C-07-007-1**

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and **Belmont County**, located at **101 West Main Street, Courthouse, St. Clairsville, Ohio 43950**, (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2009** and ending **December 31, 2011** (the "Grant Period").

**BACKGROUND INFORMATION**

**A.** Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through the Grantor.

**B.** Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

**C.** Grantee has submitted to the Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Projects.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

**STATEMENT OF THE AGREEMENT**

**1. Award of Grant Funds.** Grantor hereby grants funds to the Grantee in the amount of **One Hundred Twelve Thousand Dollars and no cents (\$112,000)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **CDBG Community Housing Improvement Program**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto and made a part hereof. The award of Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

**2. Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to the Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

**3. Use of Grant Funds.** Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by the Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. **Payment of Grant Funds.** Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of the Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment allocation requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. **Reporting Requirements.** Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in the Attachments D and E, which are attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least four (4) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project(s), the Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three (3) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** Grant Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

a. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the audit must be submitted to the Grantor Audit Office:

i. The opinion on the financial statements is other than unqualified.

ii. The report identifies a material instance of noncompliance.

iii. The report identifies a reportable condition or material weakness in internal controls.

iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.

v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.

vi. The report contains an uncorrected significant finding from a prior related audit.

b. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit Office. (See the OHCP Financial Management Rules and Regulations Handbook.)

c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

d. Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. Government Accountability Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. Grantee shall fully indemnify the Grantor for any cost of the Grantee which are disallowed by said federal agency and which must be refunded thereto by the Grantor.

15. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. **Termination.** Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

a. Failure of the Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.

b. Failure of the Grantee to submit reports that are complete and accurate.

c. Failure of the Grantee to use the Grant Funds for the stated purposes in this Agreement.

d. Cancellation of the grant of funds from HUD.

17. **Effects of Termination.** Within sixty (60) days after termination of this Agreement, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Grantor, unless otherwise directed by the Grantor. After receiving written notice of termination, the Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, the Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

19. **Conflict of Interest.** No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or

approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

**20. Liability.** Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property or Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves any pay any judgments and costs arising out of such negligent acts or omissions and nothing in this Agreement shall impute or transfer any such liability from one to the other.

**21. Adherence to State and Federal Laws, Regulations.**

**a. General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by the Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

**b. Ethics.** In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics Code §§ 102.01 et seq., §§ 2921.01, 2921.01, 2921.42, 2921.421 and 2921.43. and §§ 3517.(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

**22. Outstanding Liabilities.** Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

**23. Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(E)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than **one hundred eighty (180) days.**

**24. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.** If applicable, the Grantee must comply with Ohio Revised Code Section 2909.33 by providing the Grantor a completed certification attesting that it does not provide material assistance to any organization on the U.S. Department of State exclusion list. For further information go to: <http://www.homelandsecurity.ohio.gov>.

**25. Miscellaneous.**

**a. Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

**b. Forum and Venue.** All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

**c. Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

**d. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

**e. Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In case of the Grantor, to:  
Ohio Department of Development  
Office of Housing and Community Partnerships  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Office Chief

2. In case of the Grantee, to:  
Belmont County Commissioners  
101 West Main Street  
St. Clairsville, Ohio 43950  
Attn: Charles R. Probst, Jr., President

**f. Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

**g. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

**h. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

**i. Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

**IN WITNESS WHEREOF,** the parties hereto have executed this Grant Agreement on the last day and year set forth below.

**GRANTEE:**  
Belmont County  
Charles R. Probst, Jr., President

**GRANTOR:**  
State of Ohio  
Department of Development  
Lisa Patt-McDaniel  
Director  
Ohio Department of Development

By: Charles R. Probst, Jr. /s/  
Name: Charles R. Probst, Jr.  
Title: County Commissioner  
Date: 11-4-09

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO GRANT AGREEMENT WITH STATE OF OHIO, DEPT. OF DEVELOPMENT FOR THE HOME**

**INVESTMENT PARTNERSHIPS PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a grant agreement with the State of Ohio, Department of Development for the HOME Investment Partnerships Program, Grant Number B-C-09-007-2, in the amount of \$288,000 for the period beginning September 1, 2009 through December 31, 2011.

*Note: This is the biennial agreement with the State to be administered by Belomar.*

**STATE OF OHIO  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
COMMUNITY HOUSING IMPROVEMENT PROGRAM  
CFDA No. 14.239  
GRANT AGREEMENT**

**F.T.I. Number: 346000236**

**Grant Number: B-C-09-007-2**

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter variously referred to as the "Grantor"), and **Belmont County**, located at **101 W. Main Street, St. Clairsville, Ohio 43950**, (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2009** and ending **December 31, 2011**.

**BACKGROUND INFORMATION**

**A.** Pursuant to the provisions of the Cranston-Gonzalez National Affordable Housing Act (NAHA), as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states through the HOME Investment Partnerships Program ("HOME") and has made available a grant to the State of Ohio through the Grantor.

**B.** The Grantor, through its Division of Community Development, has been designated and empowered to receive, administer and disburse HOME funds for housing activities to units of general local government in Ohio.

**C.** Grantee has submitted to the Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to the Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and the Grantor has approved the Projects.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

**STATEMENT OF THE AGREEMENT**

**1. Grant of Funds.** The Grantor hereby grants funds to the Grantee in the amount of **Two Hundred Eighty-Eight Thousand Dollars and no cents (\$288,000)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **HOME Investment Partnerships Program**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

**2. Scope of Work.** Grantee shall undertake the Project(s) as set forth in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and request and provide guidance and direction to the Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, the Grantee shall comply with such instructions and fulfill such requests to the satisfaction of the Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

**3. Use of Grant Funds.** Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to HUD, as specified by the Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to the Grantor within thirty (30) days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. The Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

**4. Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

**5. Payment of Funds.** Payment to the Grantee of the Grant Funds shall be made upon the timely submission to the Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should the Grantee fail to provide required reports in a timely and adequate fashion or if the Grantee fails to meet other terms and conditions of this Agreement.

**6. Accounting of Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of the Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. If Grantee fails to comply with this requirement Grantor may withhold payment allocation requests until such compliance is demonstrated.

**7. Reporting Requirements.** Grantee shall submit to the Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Ohio CDBG Small Cities Program Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference.

**8. Grantee Requirements.** Grantee shall comply with assurances and certifications contained in the Attachments D, and E, which are attached hereto and made a part hereof.

**9. Records, Access and Maintenance.** Grantee shall establish and maintain for at least five (5) years from the final close out of this Agreement such records as are required by the Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowance's, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Project, the Grantee shall, at its own cost and expense, segregate all such records related to the Project from its other records of operation.

**10. Inspections.** At any time during normal business hours upon three (3) days written notice and as often as the Grantor may deem necessary and in such a manner as not to interfere with the normal business operations, the Grantee shall make available to the Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the Grantor to audit, examine and make excerpts or transcripts from such records.

**11. Audits.** Grant Funds shall be audited according to the requirements of OMB Circular A-133. In addition, Grantee must follow the guidelines provided in the Office of Housing and Community Partnerships (OHCP) Financial Management Rules and Regulations Handbook. An audited Grantee shall submit to the Federal Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in OMB Circular A-133 within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine months after the end of the audit period (However, for fiscal years beginning on or before June 30, 1998, the audit, data collection form and reporting package shall be submitted within 13 months after the end of the audit period.) In addition:

a. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit meets one of the six conditions listed below, a copy of the must be submitted to the Grantor Audit Office:

- i. The opinion on the financial statements is other than unqualified.
- ii. The report identifies a material instance of noncompliance.
- iii. The report identifies a reportable condition or material weakness in internal controls.
- iv. The report contains a schedule of findings and questioned costs applicable to an OHCP-awarded program.
- v. The report identifies an instance or indicator of an illegal act that could result in criminal prosecution.
- vi. The report contains an uncorrected significant finding from a prior related audit.

b. If the Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OHCP Financial Management Rules and Regulations, and the audit does not meet any of the conditions listed above, a "no finding" letter may be submitted instead of the audit to the Grantor Audit Office. (See the OHCP Financial Management Rules and Regulations Handbook.)

c. The report on compliance within the single audit shall be based on the Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

d. Grantee shall permit and not constrain the Grantor or its designee, HUD or the U.S. General Accounting Office (GAO) from access to or auditing of records and financial statements as necessary to comply with OMB Circular A-133.

**12. Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or ancestry. The Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

**13. Prevailing Wage Rates and Labor Standards.** In the commission of any project wherein federal funds are used to finance construction work as defined in CFR Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 U.S.C. 276a to 276a-5, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 to 333. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations. In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this project, Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

**14. Use of Federal Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, are subject to audit by the agency of the United States Government granting the funds to the Grantor for the purposes of performing the work and activities as set forth in Attachment A. Grantee shall fully indemnify the Grantor for any cost of the Grantee which are disallowed by said federal agency and which must be refunded thereto by the Grantor.

**15. Certification of Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

**16. Termination.** Grantor may immediately terminate this agreement by giving reasonable written notice of termination to the Grantee for any of the following occurrences:

- a. Failure of the Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- b. Failure of the Grantee to submit reports that is complete and accurate.
- c. Failure of the Grantee to use the Grant Funds for the stated purposes in this Agreement.
- d. Cancellation of the grant of funds from HUD.

**17. Effects of Termination.** Within sixty (60) days after termination of this Agreement, the Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of the Grantor, unless otherwise directed by the Grantor. After receiving written notice of termination, the Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, the Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

**18. Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder.

**19. Conflict of Interest.** No personnel of the Grantee, any subcontractor of the Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to the Grantor in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Grantor determines that, in light of the personal interest disclosed, his participation in any such action would not be contrary to the public interest.

**21. Adherence to State and Federal Laws, Regulations.**

**a. General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withholdings and any and all other taxes or payroll withholdings required for all employees engaged by the Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.

**b. Ethics.** In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics Code §§ 102.01 et seq., §§ 2921.01, 2921.01, 2921.42, 2921.421 and 2921.43. and §§ 3517.(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

**22. Affordability and Income Targeting.** Grantee must ensure that Projects assisted with HOME funds will meet the affordability requirements - outlined in 24 CFR Part 92.252 and/or 92.254, as applicable, and as referenced in Attachment B of this Agreement.

**23. Repayments.** All repayments, interest income, or return on investments which are a result of HOME assistance provided by the Grantee under this Agreement, and which are received by the Grantee, must be returned to the Grantor unless the Grantee obtains prior approval from the Grantor to use these funds for a specified HOME eligible activity.

**24. Uniform Administrative Requirements.** Grantee must comply with uniform administrative requirements, as described in 24 CFR Part 92.505.

**25. Project Requirements.** All Projects and units assisted with HOME funds must meet the requirements set forth in 24 CFR Part 92 Subpart F - Project Requirements.

**26. Property Standards.** Grantee must ensure that housing assisted with HOME funds is in compliance with Section 8 Housing Quality Standards and local housing code requirements as outlined in 24 CFR Part 92.251.

**27. State Recipient Responsibilities for Written Agreements.** Grantee must ensure that entities receiving HOME assistance comply with HOME regulations by including language in each written agreement for HOME assistance as outlined in 24 CFR 92.504 and also included in Attachment B, Special Conditions.

**28. Conditions for Religious Organizations.** Grant Funds used in connection with any religious organization must comply with the provisions of 24 CFR Part 92.257.

**29. Outstanding Liabilities.** Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

**30. Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to the Grantor in the process of obtaining this grant of Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this grant of Funds, the Grantee shall be required to return all Funds immediately pursuant to Ohio Revised Code Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to O.R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to O.R.C. 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

**31. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.** If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33. For further information go to: <http://www.homelandsecurity.ohio.gov>.

**32. Miscellaneous.**

- a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.



- b. **Forum and Venue.** All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.
- c. **Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
  - 1. In case of the Grantor, to:  
Ohio Department of Development  
Office of Housing and Community Partnerships  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Office Chief
  - 2. In case of the Grantee, to:  
Belmont County Commissioners  
101 W. Main Street  
St. Clairsville, Ohio 43950  
Attn: Charles R. Probst, Jr., President
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project. Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first above written.

**GRANTEE:**  
Belmont County  
Charles R. Probst, Jr., President

**GRANTOR:**  
State of Ohio  
Department of Development  
Lisa Patt-McDaniel  
Director  
Ohio Department of Development  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: Charles R. Probst, Jr. /s/  
Name: Charles R. Probst, Jr.  
Title: County Commissioner  
Date: 11-4-09

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ADVERTISEMENT  
SEEKING PUBLIC COMMENT ON OUE BRICK TAVERN IMPROVEMENTS**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the advertisement seeking public comment about the social, environmental and economic impact of the proposed improvements to the National Register-listed Brick Tavern owned by Ohio University Eastern Campus. *Note: the proposed project is the initial phase of the long range rehab and adaptive reuse of the Brick Tavern.*

**OHIO UNIVERSITY EASTERN CAMPUS  
AND THE BELMONT COUNTY COMMISSIONERS  
SEEK COMMENTS ON BRICK TAVERN IMPROVEMENTS**

**St. Clairsville** - The Ohio University Eastern Campus and Belmont County Commissioners are proposing improvements to the National Register-listed Brick Tavern. The historic Brick Tavern is owned by the Ohio University Eastern Campus and is located on their grounds approximately five miles west of St. Clairsville on US 40. The proposed improvement project will replace the Tavern's roof and roof drainage system to preserve and protect the structure for further rehabilitation and use. All improvements will be constructed in a manner that complies with current building code requirements and compliments the historic nature of the structure.

The proposed project is the initial phase of the long-range rehabilitation and adaptive reuse of the Brick Tavern as a multi-purpose visitor's interpretive facility upon the grounds of the Ohio University Eastern Campus. Construction is anticipated to begin in the Fall of 2010. The University and Commissioners are seeking comments from the public about the social environmental and economic impacts of the proposed project. Environmental impacts include impacts associated with architectural and ecological resources, hazardous materials and the general location of the project.

**Written comments concerning the project may be mailed to:**

**Michael A. McTeague  
Associate Dean  
Ohio University Eastern  
45425 National Road  
St. Clairsville, OH 43950  
Phone: (740) 699-2526**

**All comments must be submitted by December 23, 2009.**

**Times Leader Advertisement: Two (2) Mondays: November 9, 2009 and November 23, 2009**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING RENEWAL AGREEMENT  
WITH MAXIMUS, INC. FOR 2009 COST ALLOCATION PLAN**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a renewal agreement with Maximus, Inc., Concord Township, Ohio, for the purpose of providing consulting services and assistance relative to the preparation of the base year 2009 indirect cost allocation plan at a cost of \$9,500.00.

**Note: The cost allocation plans allows Belmont County recovery of revenues under federal standards**

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES**

**THIS AGREEMENT** is entered into this 4<sup>th</sup> day of November, 2009, by and between **MAXIMUS Consulting Services, Inc.**, a wholly owned subsidiary of MAXIMUS, Inc. (hereafter "Consultant"), and the **Belmont County Board of Commissioners**, State of Ohio (hereafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- 1. **Scope of Services.** Consultant shall perform in a professional manner the services as detailed in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.
- 2. **Term.** This Agreement shall be in full force and effect for the term as stated in Exhibit A.
- 3. **Compensation.** Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by references as if fully set forth as part of this Agreement.
- 4. **Termination.** Upon Consultant's material breach, Client may terminate this Agreement upon thirty (30) days prior written notice to Consultant wherein Client shall specify the nature of the default and the effective termination date. Upon such notice, Consultant shall be entitled to the opportunity to cure any such default prior to the effective date of termination.  
Client may terminate this Agreement for any reason upon sixty (60) days prior written notice to Consultant. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.  
Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.
- 5. **Services and Materials to be Furnished by Client.** Consultant shall provide guidance to Client in determining the data required. Consultant shall assume without incurring liability therefor that all data so provided is correct and complete. Consultant shall make its best effort to complete the project on a timely basis. Consultant shall not be liable for work that cannot be completed as a result of inadequate data, or data that is provided in an untimely manner.
- 6. **Records and Inspections.** Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for six (6) years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.
- 7. **Copyright for Consultant's Proprietary Software.** Client acknowledges that the service and/or deliveries provided by Consultant are generated by Consultant's proprietary software. Nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.
- 8. **Insurance.** Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- 9. **Indemnification.** Consultant shall defend, indemnify and hold harmless Client from and against damages, liability and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages or liability resulting from the negligence or willful misconduct of Client, its employees, consultants, or agents or any third party.
- 10. **Limitation of Liability.** Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the fees paid to MAXIMUS hereunder.  
In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in the Agreement.

11. **Consultant Liability if Audited.** Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to Client under the claim(s) for whatever reason is the sole responsibility of Client. Consultant shall, upon notice of audit, make work papers and other records available to the State auditors.

12. **Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

**Belmont County Board of Commissioners**  
**101 W. Main Street, Courthouse**  
**St. Clairsville, OH 43950**  
**(740) 699-2155**  
**Robert J. Fink**  
**MAXIMUS Consulting Services, Inc.**  
**7523 Fredle Drive**  
**Concord Twp., OH 44077**  
**(800) 543-0288**  
**robertfink@maximus.com**

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

13. **Changes.** The terms of this Agreement may be changed via a mutually executed written instrument;

14. **Miscellaneous.**

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.

c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other course which is beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

**IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date written below.**

Date: 11/4/09

Attest: Jayne Long /s/

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

**Commissioner**

Matt Coffland /s/

**Commissioner**

Ginny Favede /s/

**Commissioner**

**MAXIMUS Consulting Services, Inc.**

By: \_\_\_\_\_

Date: 10/21/2009

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL OF  
DANNY POPP, DDP & ASSOCIATES, FOR PROJECT MANAGER  
SERVICES/NEW EASTERN DIVISION COURT BUILDING PROJECT**

Motion to made by Mrs. Favede, seconded by Mr. Probst accept the proposal as submitted by Danny Popp, DDP and Associates, Architects/Planners, for Project Manager Services, for the New Eastern Division Court Building Project in an amount not to exceed 1.0% of the cost of construction.

*Note: Should the project's time frame or cost of construction substantially increase requiring an increase in the scope of services, the Architect shall be compensated accordingly with no additional work being performed without Owner's prior approval.*

October 30, 2009

Belmont County Commissioners

Belmont County Courthouse

101 West Main Street

St. Clairsville, OH 43950

Re: Project Manager Services

Eastern Division Court Building

Bellaire, Ohio

Dear County Commissioners:

Thank you for the opportunity to finalize our Proposal for the above referenced project. From our discussion, construction on the project has recently begun with an expected completion date of May 2010. The cost of construction currently in contract is approximately 1.37 million. Based on this time frame and construction cost DDP and Associates can provide the desired Project Management Services for a not to exceed value of 1.0% of the cost of construction.

At this time it is anticipated monthly fees will be in the \$1,000.00 to \$1,100.00 dollar range excluding the typical reimbursable expenses which are anticipated to be approximately \$30.00 a month for a project of this scope. Following is an overview of the services to be provided:

**A) Job Meetings:**

Attend bi-monthly job meetings at the site to represent the County's interest and oversee that the County's goals and desires for the project are being met by the County's Contracting parties for the project, i.e., General Contractor, Prime Contractors, Subs, and Design Professionals involved.

Provide Meeting Minutes and Field Reports with photos as needed to document the project's progress and any items of concern at that time. Track the project's progress and document any schedule/project revisions and or delays with an explanation thereto while identifying the reasons why and responsible party thereto as the situation dictates.

**B) Services Overview:**

- Familiarize myself with project requirements/building users' needs and design parameters.

- Attend job meetings with pertinent Meeting Minutes and photographs.

- Inspect work for design intent/plan compliance, and adherence to County priorities.

- Review Contractor Draw Request after submittal and approval by Architect of Record, make recommendations and comments.

- Review and approve all Field Orders and or Change Order requests with Commissioners' approval prior to issuing an official go-ahead if deemed appropriate.

- Review and coordinate Owner supplied materials/labor/finish selections with Contractor/all pertinent parties.

Please note at project milestone points more intense observation and coordination will be required, i.e., pre-construction/foundation phase, completion of structural and MEP rough-in work, punch list preparation and project close out.

It must be noted that should the project's time frame and or cost of construction substantially increase thus requiring an increase in the scope of services, the Architect shall be compensated accordingly with no additional work being performed without the Owner's prior approval. Should you have questions or need additional information, please feel free to contact me at your convenience.

Respectfully submitted,

*Danny D. Popp /s/*

Danny D. Popp, Architect

DDP/sp

Upon roll call the vote was as follows:

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

*Note: Mrs. Favede noted for the record that proposals submitted by both Marshall J. Piccin & Associates and DDP and Associates were analyzed and it was determined that Mr. Popp's was the lesser of the two.*

**12:25 P.M. BREAK**

**MR. PROBST ADVISED THE BOARD WILL RECONVENE TOMORROW AT 9:00 A.M. FOR BUDGET HEARINGS.**

**RECONVENED THURSDAY, NOVEMBER 5, 2009, AT 9:15 A.M.-BUDGET HEARINGS**

**Present: Ginny Favede, Charles R. Probst, Jr., and Matt Coffland, Commissioners; Jayne Long, Clerk; Cindi Henry, Fiscal Manager; Mike Kinter, Human Resources Manager.**

Departments attending today include: 9:15 a.m. Jack Regis, Belmont County Facilities Manager; 10:15 a.m. Jane Keyser, Director OSU Extension Office with Steve Schumacher, Bev Kelbaugh, S.E. Regional Director and Dave Jones; 11:20 a.m. Sheriff Fred Thompson and Kitty Jo Paboucek; 1:30 p.m. Dave Ivan, EMA Director, with Becky Horne.

**RECONVENED MONDAY, NOVEMBER 9, 2009, AT 9:10 A.M.-BUDGET HEARINGS**

**Present: Ginny Favede and Matt Coffland, Commissioners; Jayne Long, Clerk; Cindi Henry, Fiscal Manager; Mike Kinter, Human Resources Manager. Commissioner Charles R. Probst, Jr. arrived at 10:06 a.m.**

Departments attending today include: 9:10 a.m. Common Pleas Court-Judge John M. Solovan, II, Connie J. Pollock, Magistrate Megan Banker, Kathy Curfman, Paula Houston, and Ed Gorence. Judge Jennifer Sargus was out of town and not able to attend.

10:15 a.m. Veterans Office – Cindy Maupin, Al Parkhurst, Veterans Commission members and Auditor Andy Satak. 11:40 a.m. Soil & Water Conservation District – Bev Riddle and board members; 1:20 p.m. Prosecutor Chris Berhalter, Treasurer Joe Gaudio and Auditor Andy Satak; 2:00 p.m. Engineer Fred Bennett and Shereza O’Hara.

**RECONVENED TUESDAY, NOVEMBER 10, 2009, AT 10:05 A.M.-BUDGET HEARINGS**

**Present: Ginny Favede and Matt Coffland, Commissioners; Jayne Long, Clerk; Cindi Henry, Fiscal Manager; Mike Kinter, Human Resources Manager. Absent: Commissioner Charles R. Probst, Jr.**

10:05 a.m. Corey Shrieve, Executive Director of Sargus Juvenile Center and Lori Jeskey, Fiscal Manager; 1:15 p.m. Coroner Dr. Troy Balgo and Assistant Deputy Coroner Jack Morgan.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 2:15 P.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting at 2:15 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of November, 2009.

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

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK