

St. Clairsville, Ohio

October 13, 2010

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&t	Telephone/General Fund	148.52
A-OPEX Communications, Inc.	Telephone-Public Defender/General Fund	8.87
A-Redwood Toxicology	Drug Testing/General Fund	652.28
K-Don Pickenpaugh	Reimburse mileage/Engineer MVGT Fund	169.20
K-Fred Bennett	Reimburse mileage/Engineer MVGT Fund	113.40
K-Lash Paving, Inc.	Project 10-3/Engineer MVGT Fund	5,004.00
K-Wells Fargo Payment Center	Visa Card/Engineer MVGT	299.64
N-Argo Sales Co., Inc.	Plate Steel/Bridge & Retaining Wall Constr. Improv. Fund	3,021.12
N-Hammontree & Associates LTD	Contract Project/Mt. Victory Waterline Ext. Const. Fund	8,982.50
P-Renee' Wilson	Travel expenses/BCSSD Funds	121.50
P-South Central Power Co.	Services/WWS#3 Revenue Fund	4,507.71
P-Yorkville Bd. Of Trustees of Public Affairs	Sewage Disposal/BCSSD Funds	513.29
S-Beth A. Andes, MS, PCC	Contracted Counselor/District Detention Home	1,750.00
S-Chase Visa	Supplies/District Detention Home	219.21
S-Frank Fregiato	Mileage/Northern Ct. General Special Projects Fund	112.50
S-U.S. Postal CMRS-FP	Postage/Eastern Ct. General Special Projects Fund	5,000.00
T-Thomas O'Reilly	Deposit refund/Water and Sewer Guarantee Deposit Fund	1.87
W-Attorney General of Ohio	Overpayment from State on VOCA Grant/Prosecutor Victim Program	4,458.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for October 13, 2010 as follow:

FUND	AMOUNT
A-GENERAL	\$29,814.57; \$15,978.61; 43,495.69
A-GENERAL/AUDITOR	\$2,365.61
A-GENERAL/JUVENILE COURT	\$10,509.13
A-GENERAL/SHERIFF	\$6,921.30
A-GENERAL/911	\$6,239.85
E-911	\$5,934.12
H-Job & Family, CSEA	\$6,367.25
H-Job & Family, WIA	\$29,254.17; \$14,774.25
H-Job & Family, Public Assistance	\$1,217.49; \$4,142.69; \$8,567.26
K-Engineer MVGT	\$20,502.67; \$2,103.19; \$18,297.98
M-Juvenile Ct. – Placement Services	\$12,730.00
M-Juvenile Ct. – Placement II	\$140.44
M-Juvenile Ct. – Title IV-E Reimb.	\$230.98
P-Sanitary Sewer District	\$377.57; \$782.24; \$22,323.47; \$882.17
S-District Detention Home	\$1,893.36; \$603.00
S-Eastern Ct. General Special Projects	\$134.95
S-Job & Family Services/ Children Services	\$80,520.63
S-Juvenile Ct. – General Special Projects	\$131.00
S-Oakview Juvenile Residential Center	\$1,801.73
S-Sheriff Commissary	\$2,832.87
W-Law Library	\$8,443.92

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE GENERAL FUND/HIGHWAY/ENGINEER

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

FROM	TO	AMOUNT
E-0070-A012-A04.012 Equipment	E-0070-A012-A02.002 Salaries	\$ 2,500.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0257-A017-A00.000 Contingency	E-0056-A006-E04.011 Contract Services	\$12,000.00

(money necessary for the payment of professional services for 911)

Upon roll call the vote was as follows:

Mrs. 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.

FROM	TO	AMOUNT
E-2600-H005-H01.000 In School Youth	E-2600-H005-H03.000 Adult	\$ 20,000.00
E-2600-H005-H05.000 Admn.	E-2600-H005-H04.000 DL Wrkr	\$ 20,000.00

Upon roll call the vote was as follows:

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

**THE MATTER OF TRANSFERS WITHIN FUND FOR
THE CARE AND CUSTODY JUVENILE COURT FUND**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for the Care and Custody Juvenile Court Fund.

FROM	TO	AMOUNT
CARE AND CUSTODY	CARE AND CUSTODY	
E-0400-M060-M60.002 Salaries Restitution	E-0400-M060-M25.002 Salaries CCAP	\$ 11,605.95
E-0400-M060-M63.005 Insurances Restitution	E-0400-M060-M25.002 Salaries CCAP	<u>6,000.00</u>
TOTAL		\$ 17,605.95

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR SEPTEMBER, 2010**

Motion made by Mr. Probst seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of September, 2010.

Gross Wages P/E 09/11/10 to 09/25/10

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,493.34
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	377.10
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	683.86
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,570.18
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	3,683.21
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	3,977.25
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,268.33
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	606.58
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,098.30
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	6,020.48
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,226.68
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	993.16
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,136.35
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,650.50
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	5,920.46
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,771.26
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	2,486.92
SHERIFF EMP (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	4,752.87
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,457.62
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	804.94
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	1,811.48
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,958.18
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,718.31
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	63.98
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>383.62</u>
			64,914.96
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	747.58
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,418.58
Trailer Parks	E-2211-F069-F02.002	R-9895-Y095-Y01.500	
Sewage Program	E-2227-F074-F03.002	R-9895-Y095-Y01.500	

Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	1,034.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	435.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	315.00
Women's Health	E-2217-F079-F01.002	R-9895-Y095-Y01.500	410.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PH Emer Readiness	E-2229-F081-F01.001	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	955.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	47,653.09
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,946.80
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,654.57
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,338.10
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	11,194.71
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,642.69
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	996.86
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	308.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	976.05
Care and Custody-Restitution	E-0400-M060-M61.003	R-9895-Y095-Y01.500	153.42
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	763.54
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	494.25
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	497.63
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	323.01
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,680.21
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	7,232.98
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	792.26
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2,535.32
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	134.22
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	49.70
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	780.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,151.58
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,694.26
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,901.55
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	20,042.42
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CO RECORDER	E-1210-S078-S11.003	R-9895-Y095-Y01.500	220.15
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,014.11
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	106.12
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	248.60
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	660.68
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	259.00
JUVENILE CRT-GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,759.02
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	195.00
Welcome Home	E-2226-T079-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	188.46
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	499.18
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	633.84
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
		TOTAL	212,086.48

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS
FOR THE PUBLIC ASSISTANCE FUND H000 AND
NOTE RETIREMENT-BCDJFS EQUIPMENT FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following transfer between funds for the Public Assistance Fund and the Note Retirement-BCDJFS Equipment Fund

FROM	TO	AMOUNT
E-2510-H000-H03.012 Equipment	R-9217-O038-005.574 Transfers In	\$ 31,893.51

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE COMMISSIONERS GENERAL FUND/JAIL MAINTENANCE**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

GENERAL FUND

E-0055-A004-B06.000 Gen/Jail Maint. \$2,299.50
 *CORSA settlement to repair windstorm damages Sheriff's awnings-Event Date 8/4/10;
 Claim No. 0160021225

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/COMMON PLEAS COURT**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

E-0061-A002-B05.000 Intense Probation/Clerk of Courts
 Supervisory Fees Collected \$ 5,469.57
 (July, August & September 2010)

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

E-0063-A002-B30.000 Other Expenses \$ 2,073.49

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SHERIFF'S DEPARTMENT VARIOUS FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

General

E-0131-A006-A07.000	Training	0.00
E-0131-A006-A09.000	Medical	533.00
E-0131-A006-A17.012	Cruiser Repairs	0.00
E-0131-A006-A20.000	False Alarm	100.00
E-0131-A006-A21.000	Sheriff's Towing	0.00
E-0131-A006-A23.000	Background	860.00
E-0131-A006-A24.000	E-SORN	320.00
E-0131-A006-A28.000	Shop W/Cop	0.00
E-0131-A000-A30.000	Lifesaver	40.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	35.00
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Commissary Fund

E-5100-S000-S01.010	Supplies	8,974.92
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	1,822.00
E-5101-S001-S07.012	Equipment	824.00

Sheriff Reserve Account

E-9710-U010-U06.000	Other Expenses	60.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE B000 BELMONT COUNTY DOG AND KENNEL FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date October 13, 2010.

E-1600-B000-B07.000 Veterinary Services \$ 5,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SOIL CONSERVATION FUND**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

E-1810-L001-L01.002	Salaries	\$ 4,000.00
E-1810-L001-L07.000	Service Fees	1,671.00
E-1810-L001-L14.000	Other Expenses	<u>3,000.00</u>
TOTAL		\$ 8,671.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE VARIOUS JUVENILE COURT FUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

FUND	AMOUNT
E-1582-S085-S08.000	
Computer Expenses	442.00
E-1589-S096-S12.000	
Other Expenses	1,581.00
E-0400-M062-M01.000	
Intake Coordinator Expenses	90.00
E-0400-M075-M01.000	
Other Expenses	1,072.00
E-0400-M067-M01.002	
Salaries	6,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE N025 MT. VICTORY WATERLINE EXT. CONSTRUCTION FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

N025 MT. VICTORY WATERLINE EXT. CONSTRUCTION		
E-9025-N025-N01.000	ARRA Fund CFDA #66.468	\$ 38,835.40

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE N026 MT. VICTORY WATERLINE EXT. CONSTRUCTION FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

N026 MT. VICTORY WATERLINE EXT. CONSTRUCTION		
E-9026-N026-N05.013	Contract Projects	\$ 14,093.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE S025 CHILDREN SERVICES FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

S025 CHILDREN SERVICES FUND		
E-2766-S025-S10.074	Transfers Out	\$ 10,966.25
E-2766-S025-S10.074	Transfers Out	\$ 64,992.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR DISTRICT DETENTION HOME S033 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

DISTRICT DETENTION HOME		
E-0910-S033-S33.002	Salaries	12,876.89
E-0910-S033-S44.003	OPERS/STRS	4,500.00
E-0910-S033-S50.005	Medicare	470.00
E-0910-S033-S39.000	Food Service Exp.	<u>10,000.00</u>
TOTAL		27,846.89

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S068 COMMUNITY MR/DD RESIDENTIAL SERVICES**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

S068 COMMUNITY MR/DD RESIDENTIAL SERVICES
E-2412-S068-S04.011 CONTRACT SERVICES \$ 200,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S069 MR/DD MEDICAID RESERVE FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

S069 MR/DD MEDICAID RESERVE FUND
E-2413-S069-S01.011 CONTRACT SERVICES \$ 300,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of October 13, 2010.

E-1511-W080-P01.002 Salaries 3,758.00
E-1511-W080-P07.006 Hospitalization 500.00
E-1511-W080-P05.003 PERS 200.00
TOTAL 4,458.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.
DOG AND KENNEL - \$5,000.00 paid into R-1600-B000-B02.500 Adoption Fees on 10/08/10 for Shelter Services.
GENERAL FUND - \$100,000.00 paid back to the General Fund on January 29, 2010 from the Port Authority.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland granting permission for county employees to travel as follows:
Sanitary Sewer District – Dan Farmer, Todd Krebs, , Justin Mowery, Victor Pempek, Eric Taylor and Travis Vensel to travel to Columbus, OH, on November 4, 2010, to take the Ohio EPA Water Test.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 15 and September 22, 2010.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION
TEMPORARILY REDUCING LEGAL AXLE LOAD ON FLUSHING TOWNSHIP
ROADS/BELMONT COUNTY ENGINEER**

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

RESOLUTION

Whereas, Ohio Revised Code Section 5577.07 empowers the Belmont County Commissioners to prescribe reduction of weight and speed during times of thaws and moisture that render the improved highways of the County insufficient to bear the traffic thereon, and;
Whereas, the Belmont County Board of Commissioners have received a request from the Flushing Township Trustees requesting that the legal axle load limit on all of their roads be reduced by fifty percent (50%), and;
Whereas, the Belmont County Engineer has recommended that the Flushing Township Trustees' request be granted.
NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby authorize that the legal axle load limit on all of the roads in Flushing Township be reduced by fifty percent (50%) for the period beginning November 1, 2010 and ending April 15, 2011.

Upon roll call the vote was as follows:

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

October 13, 2010

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM
KALKREUTH ROOFING AND SHEET METAL FOR ROOF
REPAIRS TO COURTHOUSE ANNEX III/BUILDING AND GROUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Kalkreuth Roofing and Sheet Metal in the amount of \$1,350.00 for the roof repairs to the Courthouse Annex III, former Thoburn Church building, based upon the recommendation of Jack Regis, Facilities Manager.

October 6, 2010

Jack Regis

C/o Commissioners Office

101 W. Main Street

St. Clairsville, OH 43950

RE: Temporary Repairs-Courthouse Annex

Dear Mr. Jack Regis:

We propose to furnish all necessary labor, materials, equipment, and insurance to complete the following scope of work on the above referenced project.

1. Spud all gravel away from the leak areas.
2. Cement and tape all splits and cracks in the built up roof system at the leak locations.
3. Install new torch down patches as needed.
4. Organize and clean-up project at the completion of the day.
5. All debris will be removed from site and hauled to an approved landfill at the completion of the project.

The cost of this project will be One Thousand Three Hundred Fifty Dollars.

Net Cost \$ 1,350.00

Decking replacement is not included in this estimate and will be replaced on a time and material basis with written consent from the owner.

Our invoices are due net 30 days from the invoice date. Invoices past 30 days will be charged an interest rate of 1.5% or an annual rate of 18%.

We trust this proves satisfactory and that we may be of service to you.

This estimate is valid for 30 days.

Sincerely,

Jeff Piazza /s/

Jeff Piazza

Service Manager

Special Projects Division

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
LETTER OF ENGAGEMENT WITH THE AUDITOR OF STATE
FOR SERVICES REGARDING AUDIT FOR YEAR ENDED DECEMBER 31, 2010**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Letter of Engagement with the Auditor of State for services to be performed regarding the Belmont County Audit for the year ended December 31, 2010; the audit is expected to be completed by June 30, 2011 at an estimated cost of \$89,500.00.

Note: This is the same estimated cost as last year. This fee does not include the audit of Job and Family Service federal programs.

ENGAGEMENT LETTER

October 7, 2010

Andy Sutak, Belmont County Auditor

Belmont County

101 West Main Street

St. Clairsville, Ohio 43950

This letter of arrangement between Belmont County (the Government) and the Auditor of State describes the nature and scope of the services we will provide, the Government's required involvement and assistance in support of our services, the related fee arrangements, and other terms and conditions designed to ensure that our professional services satisfy the Government's audit requirements.

Summary of Services

We will audit the Government's basic financial statements as of and for the year ended December 31, 2010. We will follow U.S. generally accepted auditing standards and the Comptroller General of the United States' standards for financial audits contained in *Government Auditing Standards*, and the Single Audit Act Amendments of 1996, and the provisions of Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. The objective of an audit is to express our opinion concerning whether the basic financial statements present fairly, in all material respects, the Government's financial position, changes in financial position, required budgetary comparisons, and cash flows (where applicable), in conformity with U.S. generally accepted accounting principles.

We will audit to form an opinion on the basic financial statements. The combining and individual nonmajor fund financial statements, the Federal Awards Expenditure Schedule and other supplemental information [modify titles of supplemental information as needed] provide additional analysis, and are not a required part of the basic financial statements. We will subject this information to the auditing procedures applied in our audit of the basic financial statements and will render an opinion on whether this information is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

We expect to deliver the opinion on or about June 30, 2011.

We will apply certain limited procedures, which will consist principally of inquiries of management regarding the methods of measuring and presenting Management's Discussion and Analysis, which is Supplementary Information the Governmental Accounting Standards Board requires. However, we will not opine on this information.

We also will read the other information included in the introductory and statistical sections of the Comprehensive Annual Financial Report (CAFR) and consider whether this information, including the manner of its presentation, is materially consistent with information appearing in the financial section. However, we will not opine on the introductory or statistical sections of the CAFR.

Engagement Team

The engagement will be led by:

- * Charles F. Barga, CPA, Chief Auditor, who will be responsible for assuring the overall quality, value, and timeliness of our services to you;
- * Rick Carpenter, Senior Audit Manager, who will be responsible for managing the delivery of our services to you; and
- * Joseph Holdren, Audit Manager, who will be responsible for on-site administration of our services to you.

The Auditing Process

Our Responsibilities:

The *Summary of Services* above describes our responsibilities for the Government's basic statements and other financial information.

We will plan and perform the audit to reasonably assure that the financial statements are free of material misstatement, whether caused by error or fraud. However, there are inherent limitations in auditing that prevent an auditor from providing absolute assurance on the fair presentation

of the financial statements. For example, we may limit certain procedures to selective testing of data. Therefore we might not detect material error and fraud if it exists. It is not cost-efficient to design procedures to detect immaterial error or immaterial fraud. Also, because of the characteristics of fraud, including attempts at concealment through collusion and forgery, a properly designed and executed audit may not detect a material fraud.

We will communicate all instances where we believe fraud *may* exist to you. These would include instances where we:

- Have persuasive evidence that fraud occurred.
- Determined fraud risks exist and were unable to obtain convincing evidence to determine that fraud was unlikely.

Similarly, illegal acts may have occurred. However, our audit provides no assurance that illegal acts generally will be detected and only reasonable assurance that we will detect illegal acts directly and materially affecting the determination of financial statement amounts. We will inform you regarding material error or illegal acts that come to our attention.

If we find indications of abuse, we will expand our tests to determine its financial statement effect. *Government Auditing Standards* defines *abuse* as behavior which while not necessarily a legal violation, is behavior a prudent person would deem improper or deficient. Because this determination is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

If for any reason we are unable to complete the audit or are unable to form an opinion, we may disclaim an opinion on your financial statements. In this unlikely event, we will communicate the reason for terminating the audit to you, and to those charged with governance, in writing.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Preparing the financial statements and other financial information, including related disclosures and selecting and applying accounting principles.
2. Coordinating the completion of component unit audit[s] to meet the Government's reporting deadlines.
3. Reporting fraud and illegal acts of which you are aware to us.
4. Reviewing drafts of the audited financial statements, footnotes, any supplemental information, auditor's reports and any findings; and informing us of any edits you believe may be necessary.
5. Designing and implementing programs and controls to prevent and detect fraud.

You should not rely on our audit as your primary means of detecting fraud.

Compliance with Laws and Regulations

Our Responsibilities

As part of reasonably assuring whether the financial statements are free of material misstatement, we will test the Government's compliance with certain provisions of laws, regulations, contracts, and grants if noncompliance might reasonably directly and materially affect the financial statements. However, except for major federal financial assistance programs, our objective is not to opine on overall compliance with these provisions.

Your Responsibilities:

Management and those charged with governance are responsible for:

1. Being knowledgeable of, and complying with, laws, regulations, contracts, and grants applicable to the Government.
2. Identifying for us other financial audits, attestation engagements, performance audits, internal audits, reports from regulators or other studies related to the Organization (if any), and the corrective actions taken to address these audits' significant findings and recommendations.
3. Tracking the status of prior audit findings.
4. Taking timely and appropriate steps to remedy fraud, illegal acts, violations of provisions of laws, regulations, contracts or grant agreements, or abuse we may report.
5. Providing your views and planned corrective action on audit findings we may report.

Internal Control

Our Responsibilities:

As a part of our audit, we will consider the Government's internal control (as part of our understanding of the Government's operating environment), as required by generally accepted auditing standards and *Government Auditing Standards*. These standards require us to obtain an understanding of internal control and the Government's environment, and assess risk to determine the nature, timing, and extent of auditing procedures necessary for expressing our opinion on the financial statements. Our objective does not include opining on internal control over financial reporting.

While our audit is not designed to identify significant deficiencies, as required by *Government Auditing Standards*, we will prepare a written report to those charged with governance describing any significant deficiencies or material weaknesses we may detect.

Your Responsibilities:

Maintaining internal control over financial reporting and over compliance is management's responsibility. Appropriate supervisory reviews are necessary to reasonably assure that adopted policies and prescribed procedures are followed.

Your Responsibility for Service Organizations:

Service organizations are entities to which you have outsourced accounting functions. Service organizations process transactions reflected in your Government's financial statements, and therefore fall within the scope of our audit. While service organizations are responsible for establishing and maintaining their internal control, you are responsible for being aware of the service organizations your Government uses, and for establishing controls to monitor the service organization's performance. Because the complexity of service organization transaction processing can vary considerably, your monitoring activities can vary accordingly.

When transaction processing is complex and the volume of transactions is relatively high, obtaining and reviewing a service organization auditor's *Report on Controls Placed in Operation and Tests of Operating Effectiveness* may be the most effective method of meeting your responsibility to monitor a service organization, and may also be the only efficient means by which we can obtain sufficient evidence regarding their internal controls. Statement on Auditing Standards No. 70 (SAS 70) discusses the aforementioned report. (In some circumstances, we can accept a suitably-designed agreed-upon procedures report (AUP) in lieu of a SAS 70 report.) Our staff can discuss SAS 70 and possible monitoring controls you might use with you.

You are responsible for informing our staff of the service organizations your government uses, and for monitoring these service organizations' performance.

Service organizations of which we are aware are:

- Healthcare Billing Systems, Inc. which processes MRDD Medicaid claims.

Please confirm to us that, to the best of your knowledge, the above listing is complete.

Of the service organizations above, those for which we believe the complexity of processing and volume of transactions warrant a SAS 70 (or AUP) report are:

- Healthcare Billing Systems, Inc. which processes MRDD Medicaid claims

Without an acceptable SAS 70 or AUP report for the above-listed organizations, generally accepted auditing standards may require us to qualify our opinion on your Government's financial statements due to an insufficiency of audit evidence regarding service organization transactions included in your Government's financial statements. You are responsible for communicating the need for a SAS 70 or AUP report

to these service organizations and also for communicating the deadline for which we need the report to meet your reporting deadline. We will require the report by approximately May 15, 2010, to meet your reporting deadline of June 30, 2010.

Additional Responsibilities and Reporting Under Circular A-133

Our Responsibilities:

As OMB Circular A-133 requires, we will consider and test the Government's internal control policies and procedures used in administering the federal award programs we determine to be major programs, using criteria from A-133. Based on this consideration and these tests, we will assess risk and determine the nature, timing, and extent of tests of compliance with requirements that, if not complied with, could materially affect a major federal financial assistance program's compliance.

In accordance with A-133, we will prepare the following report:

Independent Accountants' Report on Compliance With Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133

Our report on compliance will include our opinion on compliance with major federal financial assistance programs and also describe instances of noncompliance with Federal requirements we detect that require reporting per Circular A-133. This report will also describe any significant deficiencies we identify relating to controls used to administer Federal award programs, and identify any significant deficiencies we determine to be material weaknesses. However, this report will not opine on internal control used to administer Federal award programs.

We are also responsible for completing certain parts of OMB Form SF-SAC (the Data Collection Form).

Your Responsibilities:

You are responsible for identifying laws and regulations relating to Federal award programs, and for complying with them. You are responsible for compiling the Federal Awards Expenditure Schedule and accompanying notes. You are also responsible for establishing and maintaining internal control sufficient to reasonably assure compliance with laws and regulations relating to Federal award programs and controls related to preparing the Federal Awards Expenditure Schedule.

You are responsible for submitting the completed *reporting package* to the Federal Clearinghouse, to pass-through entities and, if required, to other Federal agencies. (The attached table lists the required elements of the reporting package.) You are responsible for following up and taking corrective action on audit findings. You are also responsible for informing us of significant subrecipient relationships and vendor relationships, when a vendor is responsible for complying with Federal program requirements.

You are responsible for completing your government's Data Collection Form and assuring the reporting package (including the Data Collection Form) is filed in accordance with the electronic submission requirements.

Representations from Management

Your Responsibilities

At the conclusion of the engagement, the Government's management will provide to us a representation letter that, among other things, will confirm, to the best of their knowledge and belief:

- Management's responsibility for preparing the financial statements in conformity with generally accepted accounting principles, and the federal awards expenditure schedule in conformity with the applicable accounting basis;
- The availability of original financial records and related data, the completeness and availability of all minutes of the legislative or other bodies and committee meetings;
- Management's responsibility for the entity's compliance with laws and regulations;
- The identification and disclosure to the auditor of all laws, regulations, and provisions of contracts and grant agreements directly and materially affecting the determination of financial statement amounts and;
- The absence of fraud involving management or employees with significant roles in internal control.

Additionally, we will request representations, as applicable, regarding:

- The inclusion of all component units, and the disclosure of all joint ventures and other related organizations;
- The proper classification of funds, net assets and fund balances;
- The proper approval of reserves of fund equity;
- Compliance with laws, regulations, and provisions of contracts and grant agreements, including budget laws or ordinances; compliance with any tax or debt limits, and any debt covenants;
- Representations relative to GASB-required supplementary information;
- The identification of all federal assistance programs, and compliance with grant requirements.
- Events occurring subsequent to the fiscal year end requiring adjustment to or disclosure in the financial statements or federal awards expenditure schedule.

Management is responsible for adjusting the financial statements to correct misstatements we may detect during our audit and for affirming to us in the representation letter that the effects of any uncorrected misstatements we aggregate during our engagement and pertaining to the latest period the statements present are immaterial, both individually and in the aggregate, to the opinion units. (*Financial statements* include the related footnotes and required and other supplemental information).

Communication

Our Responsibilities

As part of this engagement the Auditor of State will communicate certain additional matters (if applicable) to the appropriate members of management and to those charged with governance. These matters include

- The initial selection of and changes in significant accounting policies and their application;
- The process management uses to formulate particularly sensitive accounting estimates and the basis for their conclusions regarding the reasonableness of those estimates;
- Audit adjustments, whether posted or waived;
- Any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our opinion;
- Our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters;
- Major issues that were discussed with management related to retaining our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards; and
- Serious difficulties we encountered in dealing with management during the audit.

We will present those charged with governance our Summary of Unadjusted Differences (if any) at the conclusion of our audit.

Terms and Conditions Supporting Fee

As a result of our planning process, the Government and the Auditor of State have agreed to an approach designed to meet the Government's objectives for an agreed-upon fee, subject to the following conditions.

Our Responsibilities:

In providing our services, we will consult with the Government regarding matters of accounting, financial reporting or other significant business issues. Accordingly, our fee includes estimated time necessary for this consultation. However, should a matter require research, consultation or audit work beyond this estimate, the Auditor of State and the Government will agree to an appropriate revision in services and fee. These revisions will also be set forth in the form of the attached *Amendment to Letter of Arrangement*.

Your Responsibilities:

The Government will provide in a timely manner all financial records and related information to us, an initial list of which has been [will be] furnished to you, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason the Government

is unable to provide these schedules, information and assistance, the Auditor of State and the Government will mutually revise the fee to reflect additional services, if any, we require to achieve these objectives. These revisions will be set forth in the form of the attached *Amendment to Letter of Arrangement*.

Confidential Information:

You should make every attempt to minimize or eliminate the transmission of personal information to the Auditor of State (AOS). All documents you provide to the AOS in connection with our services including financial records and reports, payroll records, employee rosters, health and medical records, tax records, etc. should be redacted of any personal information. Personal information includes social security numbers, date of birth, drivers' license numbers or financial institution account numbers associated with an individual. The public office should redact all personal information from electronic records before they are transmitted to the AOS. This information should be fully blacked out in all paper documents prior to sending to the AOS. If personal information cannot be redacted from any records or documents; the public office must identify these records to the AOS.

If redacting this personal information compromises the audit or the ability to prepare financial statements, the public office and the AOS will consider these exceptions on a case-by-case basis. Additionally, if redacting this information creates a hardship on the public office in terms of resources, recordkeeping or other issues, the public office and the AOS may collaborate on alternative methods of providing the public office's data to the AOS without compromising the personal information of individuals served by the public office. The AOS is willing to work with the public office and it is our intent to greatly reduce the amount of personal information submitted to the AOS for audit or financial statement preparation purposes. It is important that the public office review internal policies to find ways to eliminate as much personal information from financial records as possible by substituting non-personal information (i.e., change social security numbers to employee identification numbers).

Fee

Except for any changes in fees and expenses which may result from the circumstances described above, we expect our fees and expenses for our audit services will not exceed **\$89,500**. This fee does not include the audit of Job and Family Service federal programs. Pursuant to Ohio Rev. Code Section 117.13, you may charge all of this audit's cost to the general fund or you may allocate the cost among the general fund and other eligible funds in accordance with Auditor of State Bulletin 2009-011.

Report Submission
Unless the Auditor of State's Local Government Services Division prepares your financial statements,* you or your financial statement preparers are responsible for submitting the audited financial statements to your Auditor of State regional office. You must submit the financial statements in a portable document format (pdf file), using the most recent Adobe Acrobat version.

*In this context, *financial statements* include the related footnotes, required supplemental information (such as MD&A), other supplemental information and the transmittal letter, introductory and statistical section (if applicable).

Access to Our Reports and Working Papers

Statement on Auditing Standards No. 87 (SAS 87, *Restricting the Use of an Auditor's Report*), requires our reports to disclose the following: Our *Independent Accountants' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Required by Government Auditing Standards*, and our *Independent Accountants' Report on Compliance With Requirements Applicable To Each Major Federal Program and on Internal Control Over Compliance in Accordance With OMB Circular A-133* are intended solely for the information and use of the management, those charged with governance and federal awarding agencies and pass-through entities. It is not intended for anyone other than these specified parties.

SAS 87 requires us to include this restrictive language in our reports due to concerns that other readers may not fully understand the purpose of the report, the nature of the procedures applied in its preparation, the basis or assumptions used in its preparation, the extent to which the procedures performed are generally known or understood, and the potential for the report to be misunderstood, when taken out of the context for which it was intended.

However, under Revised Code Section 117.26, an audit report becomes a public record under Section 149.43, Revised Code, when we file copies of the report with the public officers enumerated in the Revised Code. When we file the reports, our working papers become available to the public upon request, subject to information protected for criminal investigations, by attorney-client privilege or by local, state or federal law. SAS 87 does not affect public access to our reports or working papers.

Under generally accepted auditing standards, we must retain working papers for five years after the release date of our opinion.

Peer Review Report

As required by *Government Auditing Standards*, we have attached a copy of our most recent external quality control review report (Peer Review). The report was unqualified.

If the foregoing is in accordance with your understanding, please sign the copy of this letter in the space provided and return it to us. If you have any questions, please call 1-800-441-1389.

Very truly yours,

Mary Taylor, CPA
Auditor of State of Ohio



Charles F. Barga, CPA,
Chief Auditor, Athens Region
Attachment

- cc: Audit committee
- Andy Sutak /s/
- Andy Sutak, County Auditor
- Charles R. Probst, Jr. /s/
- Chuck Probst, Commissioner
- Matt Coffland /s/
- Matt Coffland, Commissioner
- Ginny Favede /s/
- Ginny Favede, Commissioner

- 10-12-2010
- Date
- 10-13-2010
- Date
- 10-13-2010
- Date
- 10-13-2010
- Date

Upon roll call the vote was as follows:

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

Note: Commissioner Probst arrived at 10:08 a.m.

**IN THE MATTER OF LIQUOR PERMIT
FOR EL JALISIENSE LLC DBA TLAQUEPAQUE
RICHLAND TOWNSHIP, ST. CLAIRSVILLE, OH**

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 liquor license for El Jalisiense LLC, DBA Tlaquepaque, 50601 Valley Plaza Dr., 5373, St. Clairsville, OH, there have been no objections received and the Board of County Commissioners has no objections to the permit

Note: This is for a D5 permit Spirituous liquor for on premises consumption only, beer and wine for on premises, or off premises in original sealed containers, until 2:30am.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING EXECUTION OF THE
GRANT AGREEMENT AND ADDENDUM FOR THE STATE OF
OHIO, DEPT. OF DEVELOPMENT SMALL CITIES COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG)**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize the commission President to execute the grant agreement and attached addendum for the State of Ohio, Department of Development Small Cities Community Development Block Grant (CDBG), Grant Number B-F-10-1AG-1, in the amount of \$320,000.00 for the period beginning September 1, 2010 through February 29, 2012.

Note: This is the biennial agreement with the State for the CDBG Formula funds to be administered by Belomar.

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

GRANT AGREEMENT

F.T.I. Number: 346000236

Grant Number: B-F-10-1AG-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 **Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950**, (hereinafter variously referred to as the "Grantee"), for the period beginning **September 1, 2010** and ending **February 29, 2012** (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 Project(s).

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 **Three Hundred Twenty Thousand Dollars and no cents (\$320,000)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **CDBG Community Development Program**, and shall undertake the Project(s) as set forth 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 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 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 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 any such issue 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 prior 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 which 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. The 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. 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. The 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 requirement 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 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 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 is 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 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 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 and 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 payments of any and all unemployment compensation, insurance premiums, worker's compensation premiums, income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work 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 and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13 (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 award of Grant Funds. If the Grantee has knowingly made a false statement to the Grantor to obtain this award of Grant Funds, the Grantee shall be required to return all Grant 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 one hundred eighty (180) days.

24. 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>.

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
Courthouse, 101 W. Main Street, Courthouse
St. Clairsville, Ohio 43950
Attn: Ginny Favede, 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(s). 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

Ginny Favede, President
By: Ginny Favede /s/

Name: Ginny Favede
Title: President
Date: 10/13/10

GRANTOR:
State of Ohio
Department of Development
Lisa Patt-McDaniel, Director
Ohio Department of Development
By: _____
Name: _____
Title: _____
Date: _____

**Provisions Implementing Executive Order 2010-09S
Banning the Expenditure of Public Funds on Offshore Services**

This Addendum is made effective as of the date of that certain Grant Agreement between the undersigned Grantee and the Ohio Department of Development, as Grantor (the "Agreement"). The following terms and conditions are incorporated in the Agreement as if fully re-written directly in the Agreement. This Addendum supersedes any conflicting or inconsistent terms of the Agreement.

XXXIII. EXECUTIVE ORDER REQUIREMENTS

Grantee affirms that it has read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland, that it shall abide by those requirements in the performance of the Agreement, and that it shall perform no services required to implement the project or program subject to the Agreement outside of the United States for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. For purposes of this Addendum and the Agreement in which its terms are incorporated, "services under the Agreement" and "services performed under the Agreement" means services required to implement the grant-supported project or program and for which grant funds will be used to pay or reimburse the cost of such services or for which the cost of such services will be counted as match or cost share specifically required as a condition to the disbursement of the grant funds. The Executive Order is provided as an attachment to this Addendum and also is available at the following website: (<http://www.governor.ohio.gov/Default.aspx?tabid=1495>).

Grantee also affirms, understands, and agrees to immediately notify Grantor of any change or shift in the location(s) of services performed under the Agreement by Grantee or its subgrantees or contractors, and no services performed under the Agreement shall be changed or shifted to a location(s) outside of the United States.

XXXIV. TERMINATION, SANCTION, DAMAGES

If Grantee or any of its subgrantees or contractors perform services under the Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. Grantor is not obligated to pay and shall not pay for such services. If Grantee or any of its subgrantees or contractors perform any such services, Grantee shall immediately return to Grantor all grant funds disbursed as payment or reimbursement for those services or on the basis of the cost of such services having been counted as match or cost share specifically required as a condition for disbursement of grant funds.

Grantor may, at any time after the breach, terminate the Agreement, upon written notice to Grantee. Grantor may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement. If Grantor determines that actual and direct damages are uncertain or difficult to ascertain, Grantor in its sole discretion may recover a payment of liquidated damages in the amount of twenty-five percent (25%) of the value of the Agreement (not to exceed the amount of grant funds disbursed prior to any termination of the Agreement).

Grantor, in its sole discretion, may provide written notice to Grantee of a breach and permit Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. Notwithstanding Grantor permitting a period of time to cure the breach or Grantee's cure of the breach, Grantor does not waive any of its rights and remedies provided Grantor in the Agreement, including, but not limited to, recovery of grant funds paid for services Grantee, its subgrantees or contractors performed outside of the United States, costs associated with corrective action, or liquidated damages.

III. ASSIGNMENT / DELEGATION

Grantee shall not assign any of its rights, nor delegate any of its duties and responsibilities under the Agreement without prior written consent of Grantor. Any assignments or delegation not consented to may be deemed void by Grantor.

Agreement Subject Matter:	B-F-10-1AG-1
Agreement Effective Date:	September 1, 2010

GRANTEE:

Belmont County

Ginny Favede, President

By: Ginny Favede /s/

Name: Ginny Favede

Title: President

Date: 10/13/10

GRANTOR:

State of Ohio

Department of Development

Lisa Patt-McDaniel, Director

By: _____

Name: _____

Title: _____

Date: _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING MR. WILLIAM GOFF TO THE BELMONT CO. TOURISM BOARD

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the reappointment of Mr. William Goff to the Belmont County Tourism Board for a five-year term, effective September 21, 2010 through September 21, 2015, based upon the recommendation of Eugene "Doc" Householder, Executive Director of the Belmont County Tourism Council.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER #3 FOR THE SARGUS JUVENILE SHOWER/PLUMBING RENOVATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Change Order #3 in an amount for time and materials not to exceed \$1,703.90 for the Sargus Juvenile Shower/Plumbing Renovation Project based upon the recommendation of Marshall Piccin, Project Engineer as follows:

- West (Girls) Wing: Rest Room and Drinking Fountain Repairs –
- Supply Two (2) Airtrol Controls For Drinking Fountain – Installation by Sargus Personnel –
- Provide Repairs To Water Closet in Women's Rest Room –
- Cost For Above To Be on Time and Material Basis Not to Exceed \$1,703.90.

Approved: 10/13/10

Ginny Favede /s/

Charles R. Probst, Jr. /s/

Matt Coffland /s/

Belmont County Commissioners

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM –DISCUSSION HELD RE: EASTERN OHIO REGIONAL INDUSTRIAL PARK

October 13, 2010

Port Authority Director Larry Merry advised the Barnesville council adopted a resolution regarding the Industrial Park. He said the Port Authority will put a waterline into the park and Barnesville agreed to take it over after one year. Mr. Merry said he is in the process of finding grants for wastewater needs and other issues at the Industrial Park.

Note: Commissioner Favede left meeting at this time.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 10:45 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of October, 2010.

_____ COUNTY COMMISSIONERS

We, Ginny Favede 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