

St. Clairsville, Ohio

October 24, 2012

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 Mr. Probst, 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-Joseph A. Gaudio	Treasurer conference reimbursement/General Fund	723.67
A-Treasurer of State of Ohio	Audit Fees/General Fund	6,788.30
A-United Bank	Sheriff cruiser leases/General Fund	7,788.49
E-Don Nippert	Back pay for sublease agmt for Tower site/911Fund	840.00
J-Belmont SWCD	CAUV Contract Work/Real Estate Assessment Fund	1,420.00
K-Staples Credit Plan	Supplies/Engineer MVGT	98.41
N-Fields Excavation, Inc.	Projects/Neffs Sanitary Sewer Project Fund	98,449.74
P-Sears	Equipment/BCSSD Funds	72.98
S-AT&T	Telephone/Certificate of Title Admn Fund	77.05
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,190.00
S-Cardmember Service	Expenses/Oakview Juvenile Residential Center Fund	572.79
S-United Bank	Loan payment/Port Authority Fund	2,625.49
S-Walmart Community/GECRB	Food and supplies/Oakview Juvenile Residential Center Fund	437.98
S-West Payment Center	OH Rules of Court/Northern Ct. General Special Projects	97.50
W-Ohio State Bar Association	Subscription/Law Library Fund	150.00
W-The Times-Leader	Delinquent tax sale publication/DRETAC-Treasurer's Office	2,102.22

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for October 24, 2012 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$9,181.21
A-GENERAL/AUDITOR	\$5,606.20
A-GENERAL/EMA	\$1,028.96
A-GENERAL/JUVENILE COURT	\$515.08
A-GENERAL/PUBLIC DEFENDER	\$1,075.00
A-GENERAL/RECORDER	\$3,866.64
A-GENERAL/SHERIFF	\$4,365.18
A-GENERAL/911	\$4,945.97
B-Dog Kennel	\$143.98
H-Job & Family, CSEA	\$864.00; \$7,768.69
H-Job & Family, Public Assistance	\$2,798.83; \$770.25; \$23,749.95
H-Job & Family, WIA	\$90,627.77; \$11,700.87
J-Real Estate Assessment	\$1,375.00
K-Engineer MVGT	\$4,539.14; \$967.11
M-Juvenile Ct. – Placement Services	\$14,334.00
M-Juvenile Ct. – Placement II	\$497.87
P-Oakview Admn Bldg.	\$680.96
P-Sanitary Sewer District	\$965.84; \$1,624.63; \$13,757.40
S-Certificate of Title Adm Fund	\$166.95
S-Clerk of Courts Computer Fund	\$269.35
S-Common Pleas Gen. Special Projects	\$1,950.00
S-District Detention Home	\$4,134.86
S-Eastern Div. Ct. Computer Fund	\$134.24
S-Job & Family, Children Services	\$75,301.50; \$13,625.62
S-Job & Family, Senior Programs	\$32,591.82
S-Juvenile Ct. – Computer Fund	\$297.94
S-Juvenile Ct. – Gen. Special Projects	\$1,311.50
S-Oakview Juvenile Residential Center	\$2,740.57
S-Port Authority	\$139.66
S-Sheriff Commissary	\$613.60
S-Western Div. Ct. Computer Fund	\$1,872.00
S-Western Ct. General Special Projects	\$2,083.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

Motion made by Mr. Probst, seconded by Mrs. Favade to approve the following transfers within the following funds:

**GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Commissioners'</i>	<i>Commissioners'</i>	
E-0051-A001-A10.000 Professional Services	E-0051-A001-A09.000 Advertising & Printing	\$2,000.00
<i>Miscellaneous</i>	<i>Miscellaneous</i>	
E-0257-A017-A00.000 Contingencies	E-0257-A015-A15.074 Transfers-Out	\$233.38
<i>To allow for the transfer of funds to BCDJFS for an insurance reimbursement due their department from 08/02/12.</i>		
<i>Miscellaneous</i>	<i>Sheriff</i>	
E-0257-A017-A00.000 Contingencies	E-0131-A006-A08.000 Food	\$10,000.00
<i>Note: Partial payment of the Sheriff's Supplemental Budget request dated 08/21/12.</i>		
<i>Board of Elections</i>	<i>Board of Elections</i>	
E-0081-A003-A06.011 Contract Services	E-0181-A003-A11.000 Other Expenses	\$1,000.00

**ENGINEER'S MVGT FUND K00**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2813-K000-K29.011 Cont. Serv.	E-2813-K000-K30.013 Cont. Proj.	\$ 71,000.00

**VARIOUS BELMONT COUNTY SANITARY SEWER DISTRICT FUNDS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS #3</b>	<b>WWS #3</b>	
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P21.000 Materials	\$ 4,000.00
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P23.011 Services	\$ 40,000.00
<b>SSD #2</b>	<b>SSD #2</b>	
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P05.000 Materials	\$ 2,000.00
<b>N-27 Neffs</b>	<b>N-27 Neffs</b>	
E-9027-N027-N03.055 Other Expenses	E-9027-N027-N02.055 Projects	\$ 10,000.00
E-9027-N027-N06.055 Materials	E-9027-N027-N02.055 Projects	\$ 10,000.00

**OAKVIEW JUVENILE REHAB FUND S30**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S30-S69.007 Unemployment	E-8010-S30-S68.006 Hospitalization	\$ 1,000.00
E-8010-S30-S69.007 Unemployment	E-8010-S30-S70.005 Medicare	\$ 300.10
E-8010-S30-S40.000 Grant Holding	E-8010-S30-S68.006 Hospitalization	\$ 1,254.13

**TREASURER'S/DRETAC FUND W82**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1410-W082-T04.000 Other Expenses	E-1410-W082-T09.011 Contract Serv.	\$ 5,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favade	Yes
Mr. Coffland	Yes

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

Motion made by Mr. Probst, seconded by Mrs. Favade to approve the following transfers between the following funds:

**BELMONT COUNTY GENERAL FUND AND BELMONT**

**COUNTY SENIOR PROGRAMS/IN HOME CARE LEVY FUND S70**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>General Fund</i>	<i>BC Senior Programs/In-Home Care Levy</i>	
E-0257-A015-A15.074 Transfers-Out	R-5005-S070-S15.574 Transfers In	\$933.47

*For an insurance reimbursement due BCDJFS/Senior Services from 08/02/12.*

**THE BD OF DD MENTAL RETARDATION FUND S66 AND**

**MEDICAID RESERVE FUND S69**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<i>Mental Retardation S66</i>	<i>Medicaid Reserve Fund S69</i>	
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$800,000.00

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mrs. Favade	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Probst, seconded by Mrs. Favade to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission on October 24, 2012:

**911 E11 FUND**

E-2301-E011-E01.011	Contract Services	\$16,597.75
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**COMMUNITY BASED CORRECTIONS ACT GRANT S77**

E-1520-S077-S01.002	Salaries	\$ 17,386.75
E-1520-S077-S02.005	Medicare	252.00
E-1520-S077-S04.006	Hospitalization	3,184.00
E-1520-S077-S03.003	PERS	2,434.25
E-1520-S077-S05.004	Workers Comp	313.00

**BELMONT COUNTY SENIOR PROGRAMS/IN**

**HOME CARE LEVY FUND S70**

E-5005-S070-S05.011	Contracts-Services	\$ 933.47
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*To appropriate insurance reimbursement due the department from 08/02/12.*

**ENGINEER'S MVGT FUND**

E-2813-K000-K30.013	Contract Projects	\$160,000.00
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**DISTRICT DETENTION HOME OAKVIEW JUVENILE S33 FUND**

E-0910-S033-S33.002	Salaries	\$ 92,867.00
E-0910-S033-S44.003	OPERS/STRS	\$ 10,000.00
E-0910-S033-S50.005	Medicare	\$ 2,000.00
E-0910-S033-S47.006	Hospitalization	\$ 25,000.00

**\*From January 4, 2012 Certification\***

**BELMONT COUNTY DOG AND KENNEL B000 FUND**

E-1600-B000-B03.010                      Supplies                      \$1,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated October 24, 2012, 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 GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

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

**AUDITOR** – Andrew L. Sutak, John Nagel and Doug DeVault to travel to Marietta, OH, on Oct. 31, 2012, to attend Shale Development Workshop: State Resources Roundtable. A county car will be used. Estimated expenses: \$70.00

**BCDJFS** – Sue Hines and Senior Members to travel to Charm, OH, on Nov. 1, 2012, for a Bethesda Senior Center outing. Estimated expenses: \$12.00

Patricia Kinney, Floyd Culbertson & Senior Members to travel to Carrollton, OH, on Nov. 9, 2012, for a Flushing Senior Center outing. Estimated expenses: \$24.00

Joe Ciappi, volunteer driver, and Senior Members to travel to Coshocton, OH, on Oct. 20, 2012, for a Bellaire Senior Center outing. Duane Kesterson, Shirley Case and Senior Members to travel to Wheeling, WV, on Nov. 16, 2012, for a Colerain Senior Center outing. Duane Kesterson, Shirley Case and Senior Members to travel to Cambridge, OH, on Dec. 6, 2012, for a Colerain Senior Center outing. Duane Kesterson, Shirley Case and Senior Members to travel to Triadelphia, WV, on Dec. 13, 2012 for a Colerain Senior Center outing. Duane Kesterson and Senior Members to travel to Elm Grove, WV, on Dec. 18, 2012, for a Colerain Senior Center outing. Estimated expenses: \$44.00

**ENGINEER** – Fred Bennett, Michael Wahl, Don Pickenpaugh and Shereza O'Hara to travel to Columbus, OH, on Dec. 9-11, 2012, to attend the 2012 CCAO/CEAO Annual Winter Conference. Estimated expenses: \$700.00 each

**TREASURER** – Joseph A. Gaudio to travel to Columbus, OH, on Nov. 13-15, 2012, to attend the County Treasurer's Association Conference. Estimated expenses: \$825.00

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Clarence Briggs, member of a Senior Center, asked the board for permission to start telling senior members and the public of changes that are coming to the Senior Program. Mr. Probst said he was free to do that, but the board has not issued any formal press releases yet as this is in the discussion phase. Mr. Probst explained there had been some discussions with the seniors about some of their complaints and concerns with the Senior Program being under the umbrella of the Department of Job & Family Services. He said Director Dwayne Pielech feels he has taken on a huge undertaking. Mr. Pielech, the Commissioners and the Senior Advisory Board have concluded that it might be a good idea to take Senior Services in another direction as far as putting them under the Belmont County Board of Commissioners and hiring our own Director, Finance person, and a few others to handle the affairs of Senior Services as a stand-alone county agency. Mr. Probst said that is what we are hearing and what the seniors are asking us to do. He advised the first meeting on this is tomorrow with Mr. Pielech and Mr. Gianangeli of DJFS. Mr. Probst said we will look at the finances and overall operation and try to put this together to maybe be able to do this sometime after the first of the year. Mr. Probst informed that it is not that DJFS does not want to do this. They want to continue to do it, but they understand it is just too much. This makes DJFS have five (5) different agencies under them. Also, there are major cuts coming to the Human Services Department. Mr. Pielech needs to focus his time on those issues alone in trying to save Belmont Co. DJFS. The cuts are coming from the state and federal governments. We are trying to make sure we save those jobs or as many jobs as we can. We continue to move forward without cutting service to our seniors and also the people who rely on the services at the Department of Human Services. Other counties are looking into this also. Frank Papini asked if the board wants to set up a separate entity for the seniors. Mr. Probst said that is what we are talking about. It would not be a private entity, but under the Board of Commissioners. He explained that previously the board had a contract with a private company to provide senior services and they had their own Board, Director and Finance person. Mr. Coffland noted that operation cost \$450,000.00. He said it is being managed now for under \$80,000.00. Mike Bianconi stated as he remembers the only funds the county commissioners control is the local levy funds, not state or federal funds. Mr. Probst stressed that we have to make sure we can still get the Area on Aging funds. Richard Hord asked if the Commissioners would be looking to have an Advisory Committee or Advisory Board. Mr. Probst answered, "Yes."

Mr. Briggs stated under the old Belmont Senior Services there was more transparency regarding what was going on. He gave an example of expenses that were supposed to be posted on their bulletin board every month. He said it has never been posted once in 14 months. Mr. Coffland disagreed and said a public open meeting was held with all finances discussed in front of the people and media. The information is in a packet at the centers according to some of the directors. Mr. Coffland said the meeting was held in the Commissioners meeting room and advertised. Mrs. Favede said a lot of this has come from the fact the seniors asked us to meet with them. The board did have a sit down meeting with them and they shared their concerns. She said our job is to govern them, if they chose to be governed. They are not happy with the way things are and we are working through this with them and with Mr. Pielech. Mr. Coffland again disagreed. He said in his travels to over 350 homes and visits to the centers on a regular basis, which centers make up only 10% of the senior population; he thinks the consensus of all seniors, not just a few, is needed. He does not feel the DJFS members who took on a major operation and corrected it are being given enough credit. He said he will make sure this idea is brought before all seniors and not just a chosen few. Richard Hord asked if this goes through, would the board be looking for a facility to house Senior Services, with possibly a kitchen area. Mr. Probst answered, "Yes." Mr. Hord then asked if South School might possibly come back into the picture. Mr. Probst advised, "No." Mrs. Favede stated for the record, "South School is privately owned."

John White of Co. Rd. 10 in Flushing advised he has been to the last three Commissioners meetings complaining about the condition of his road. He has issues with dust and gravel. He said Mr. Probst advised him to get this on record today. He noted the need for centerline and edgelines. Mr. Probst noted the recent problem when Parnell & Associates shot and chipped the road for the County Engineer and the oil separated making the road extremely hazardous and numerous vehicles were damaged extensively. He reiterated that county roads are the responsibility of the County Engineer. The Engineer's Department tried to remedy the situation by putting stone on the road to absorb some of

the oil. Now there is so much stone and sand on the road it is causing dust problems. Mr. Probst thinks someone needs to go back to the road and do it right. But he said we have to see what Mr. Bennett's plans are for the road, if any. We would have to check legally to see if we can go over the Engineer's head to do what needs to be done to take care of our residents and that road. Mr. Probst said it is unfortunate our residents have claims they are turning into to Parnell & Associates and they are being overlooked and not taken care of. He stated he is willing to do whatever to move forward, whether it be to hire a private contractor, taking into consideration the Engineer's Department are union employees. There is going to be an issue there if he (Mr. Bennett) disagrees with going out and sweeping up the excess material that is on the side of the road that is creating this dust problem. Mr. Probst said he is only speaking for himself, but the union will probably file a grievance. Mr. Coffland stated he is ashamed of that road. He said Oxford Mining and Parnell should be ashamed. He said it is absolutely terrible and the worst chip and seal he has ever seen.

Another resident asked the board if they travel any back roads at night like Co. Rd. 4. Mr. Probst said, "Everyday." The resident said there are no lines painted on the road and 214 is terrible. He called it a "death trap." Mr. Probst said, "We agree." There is a process we have to go through. We have appropriated money to the County Engineer's Office for the striping of roads a few weeks ago. Mr. Bennett has not bid it out yet. Mrs. Favede clarified the boards' frustration in that the County Engineer is an elected official. His department is responsible for roads and bridges. That is not on his To Do List. She explained further: After the board appropriated his money at the beginning of the year have gone back and appropriated additional monies to cover the cost of that (striping). She said it is important to us here and that is why we did that. It wasn't going to be done. Everyone comes into the Commissioners' Office and complains to us and it is very difficult to swallow to get blamed for something you are not technically responsible for. We take our responsibilities here very seriously. Mr. Coffland said no one pushes for asphalt roads more than this commission. We are not in charge of doing it. We hear the complaints and agree with the complaints and pass it along to the County Engineer. It is up to him to determine the priority of what he is going to do. We came up with \$120,000.00 to put towards half of what it will take to stripe. Mr. Probst advised the estimate of \$250,000.00 will cover the cost of centerlines only. It is not going to be done this year because of the weather. Weather caused the current problem on Co. Rd. 10. Mr. Coffland advised we did not know of the Co. Rd. 10 job until after the fact. Mr. Probst said we are putting together a Road Use Maintenance Agreement (RUMA) for another layer of protection.

Mike Bianconi spoke of county bridges not being safe for county dump trucks to cross, let alone school buses. He said they are in deplorable condition and he is not against getting them fixed. He also stated that so far this year the sales tax brought in an additional \$1million. He thinks it will be well over \$2 million by the end of the year. He wants money put towards 911 so there is no need for a levy and towards county roads. He wants it on record that the money needs to be spent on roads and bridges and water and sewer. Mr. Coffland noted the board does watch the numbers and that Mr. Bianconi should know, as a former county commissioner, that they can only spend what is certified. Mr. Coffland provided the following figures regarding the \$1 million: There is a \$5 million upgrade for 911; it costs \$100,000.00 a mile to pave a road (that's 10 miles per year); and we have \$24.3 million debt hanging over our head. There are plenty of places to spend. Mr. Coffland concluded by stating he agrees roads should be a top priority. Mrs. Favede has a sales tax report that shows as of Oct. 1 the sales tax is up \$703,000.00 over last year. She also stated we can only appropriate what is certified to us. That amount does not include the cost of health insurance or the one million dollars spent in bond debt annually. She said, "It is tough when you start pointing out where extra money should go to when we are struggling to pay those figures to begin with." She also pointed out that the majority of county departments are still operating under the 2009 cuts. A lot of departments, including the courts, have been making enormous sacrifices for three (3) years running. A lot of our employees haven't had raises in three (3) years. There are a lot of things we are doing to keep this county alive to get through the very difficult times, and we have done that successfully. We have managed to see it flourish. She told Mr. Bianconi he is not acknowledging what we've been able to do.

Mr. Probst said he would like to see us take a percentage of the sales tax money, if it continues to grow, and put towards infrastructure, whether it be county infrastructure or buildings. He said he would like to take a percentage of the casino money were are receiving and put that into a Budget Stabilization account and work with the County Auditor. It may look like on the surface that we have extra money, but we still have the debt and we want to finish the year in the black. We need to encumber some money and put that aside for projects so we don't have to go out and borrow monies.

Mr. Coffland advised in 2008 our debt was \$28.5 million. Today it is \$24 million. We've cut operating costs from \$22 million to \$17.4 million. This is what we are certified. Mr. Coffland said if extra money comes in, "I'm 100% for putting it to roads and bridges." Mr. Probst said he doesn't want to take the additional money we have coming in and throw it in the General Fund. We need a purpose for this money. Mrs. Favede pointed out there are county facility issues that need to be righted. The money being spent for Board of Elections rent being one. Money needs invested into a permanent facility. She said if there's extra money coming in, we need to prioritize where it goes.

**IN THE MATTER OF QUARTERLY TOURISM REPORT**

**10:45 Doc Householder, Tourism Director  
Re: Quarterly Tourism Report**

Doc provided his report covering the period of July, August and September, 2012. July 13 the St. Clairsville Chamber Cowboy Cookout was held at Dickinson Cattle. They are distributing a lot of information on Jamboree in the Hills and placed a \$5,000 ad in the program. Visitor guides have been delivered to Wheeling CVB and Oglebay. Rubberneck Tour meeting held. The accounting firm of Sechrest, Kennon & Marling will be doing Tourism's tax return. (Mr. Probst questioned whether that firm was located in Belmont County. He was advised the Belmont Tourism Office was using a West Virginia firm that used to be in our county.) Doc attended the Stone Bridge Viaduct Program at the Bellaire Library. A Historical National Road Marker has been erected in Bridgeport. Belmont County is getting 2 or 3 new hotels. Mr. Coffland asked if Tourism was going to be increasing grant funding for more projects. Doc said that is something to consider. They set aside \$50,000.00 a year to give grants to various community projects. Decisions are made by their Board of Directors. Mrs. Favede again stated that ODOT's proposal for Tourism to take over the rest stops would not be a good use of money that could be better spent in Belmont County.

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 29, 2012.

Upon roll call the vote was as follows:

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

**Mr. Probst announced the board will be reconvening at 10:00 a.m. tomorrow for an executive session regarding Personnel. Mr. Coffland advised he would not be present.**

**IN THE MATTER OF ENTERING INTO A CONTRACT WITH COMMUNITY ACTION COMMISSION FOR THE PROVISION OF HEATING AND WEATHERIZATION SERVICES FOR THE 2012 CHIP PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into contract with the Community Action Commission of Belmont County for the provision of Heating and Weatherization services for the 2012 Community Housing Improvement Program (CHIP), based upon the recommendation of Rick Healy, Belomar Regional Council.

**CONTRACT FOR HEATING AND WEATHERIZATION SERVICES**

THIS AGREEMENT, made this 24th day of October, 2012, by and between the Belmont County Commissioners, hereinafter called "County", and Community Action Commission of Belmont County, with its principal office at 153 1/2 West Main Street, St. Clairsville, Ohio, hereinafter called "CAC".

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 the County of Belmont, Ohio.

WHEREAS, the County does desire to retain professional Heating and Weatherization services for said PROJECTS; and,

WHEREAS, CAC does desire to provide Heating and Weatherization services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the County and CAC do hereby agree as follows:

**I.**

**Purpose**

The County hereby engages and retains CAC to perform Heating and Weatherization services as listed in the Scope of Services below on the HUD CDBG/HOME funded Community Housing Improvement Program Grant awarded to the County for said PROJECTS.

**II.**

**Scope of Services**

CAC agrees to perform the following Heating and Weatherization services and duties:

1. To expeditiously assure that the company, and all staff to be engaged in this project, are properly qualified, and have proper state certification and or licensing, and provide proof of both liability insurance and Worker's Compensation coverage.
2. To have access to, and have the knowledge of proper operation of, combustion testing unit, and a blower door machine.
3. To attend all necessary Pre-Bid Meetings, Pre-Construction Conferences, and Interim and Final Inspections.
4. To provide final combustion results and final blower door numbers, as required by specific projects.
5. To work with the CHIP Program's Rehabilitation Specialist pertaining to work and specifications where heating and/or weatherization work exists.
6. To be available by telephone to answer any questions from homeowners and/or CHIP Program Administrator concerning heating and weatherization specifications or work in progress.
7. To supply a One Year Warranty covering all workmanship and material at the Final Inspection and to supply other warranty papers (furnace, water heater, etc.) at the final inspection.

**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 two (2) years after the completion of said PROJECT.

**IV.**

**Compensation**

The County agrees to compensate CAC for the tasks completed on each unit, and at the rates listed in Attachment A to this Contract titled "Schedule A". CAC will invoice the County upon completion of each Project.

**V.**

**Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until October 31, 2014. 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, CAC 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 CAC 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, work, and reports prepared by CAC under this Contract shall, at the option of the County, become its property and CAC 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 CAC. If the Contract is terminated by the County as provided herein, CAC will be paid for expenses incurred up to the termination date. If this Contract is terminated due to the fault of CAC Section VI hereof relative to termination shall apply.

**VIII.**

**Records and Audits**

The CHIP Program Administrator 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.**

**Modification**

This Agreement represents the entire agreement of the parties. No presentations 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 Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr., President

BY Ginny Favede /s/  
Ginny Favede

BY Matt Coffland /s/  
Matt Coffland

**Community Action Commission of Belmont County**

BY Gary F. Obloy /s/  
ITS Executive Director

ATTEST:

Jayne Long /s/

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

Upon roll call the vote was as follows:	Mr. Probst	Yes
	Mr. Coffland	Yes
	Mrs. Favede	Yes

**IN THE MATTER OF ENTERING GRANT AGREEMENTS WITH  
THE STATE OF OHIO OFFICE OF COMMUNITY DEVELOPMENT  
FOR THE CHIP PROGRAM TO BE ADMINISTERED BY BEL-O-MAR**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a grant agreement (Grant No. B-C-12-1AG-1 in the amount of \$131,000 and Grant No. B-C-12-1AG-2 in the amount of \$369,000) with the State of Ohio Office of Community Development, for the Community Housing Improvement Program(CHIP) to be administered by Bel-O-Mar Regional Council, for the period beginning September 1, 2012 and ending December 31, 2014.

**STATE OF OHIO  
STATE 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-12-1AG-1**

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, to be known as **Ohio Development Services Agency** as of September 28, 2012, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter "Grantor"), and **Belmont County Board of Commissioners**, located at **101 West Main Street, Courthouse, St. Clairsville, Ohio 43950**, (hereinafter "Grantee"), the period beginning **September 1, 2012** and ending **December 31, 2014** (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 Services, 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 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 **One Hundred Thirty One Thousand Dollars and no cents (\$131,000.00)** (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 set forth 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 Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, 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. 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 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 Grantor and 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 Grantor shall require a review of the records related to the Project(s), 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 Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to 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 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 Community Developments (OCD) 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. In addition:

a. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD 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 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 OCD-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 OCD 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 Grantor Audit Office. (See the OCD 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 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, military status, 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, military status, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, military status, 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 Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which are disallowed by said federal agency and which must be refunded thereto by 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.**
- a. Grantor may immediately terminate this agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
1. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
  2. Failure of Grantee to submit any reports required by this agreement that is complete and accurate.
  3. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
  4. Cancellation of the grant of funds from HUD.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under paragraph Section 17.
- 17. Effects of Termination.** Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, 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 Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
- 19. Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- 20. Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, 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 of Grantor) caused by the negligent acts or omissions, or negligent conduct of 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 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 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 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflicts 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 the Ohio ethics and conflict of interest laws, 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 Grantee has knowingly made a false statement to Grantor to obtain this award of Grant Funds, 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(F)(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. 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.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any action or proceedings by Grantee against Grantor or the State of Ohio, involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, 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 Grantor, to:  
Ohio Department of Development  
Office of Community Development  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001  
Attn: Deputy Chief
  - 2. In case of Grantee, to:  
Belmont County Board of 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(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 Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative Code Section 126-1-02, as updated from time to time (the "Expense Rule") and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor of their respective employees or agents.
- k. **Binding Effects.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitations, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representative as of the dates set forth below their respective signatures effective as of the Effective Date:

<p><b>GRANTEE:</b> Belmont County Board of Commissioners Charles R. Probst, Jr., President By : <u>Charles R. Probst, Jr. /s/</u> Printed Name: <u>Charles R. Probst, Jr.</u> Title: <u>President</u> Date: <u>10/24/12</u></p>	<p><b>GRANTOR:</b> State of Ohio-Department of Development Christine Schmenk, Director Ohio Department of Development By: _____ Printed Name: _____ Title: _____ Date: _____</p>
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APPROVED AS TO FORM:  
David L. Liberati, Assistant /s/  
PROSECUTING ATTORNEY

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

F.T.I. Number: 34-6000236

Grant Number: B-C-12-1AG-2

This Grant Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, to be known as **Ohio Development Services Agency** as of September 28, 2012, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (hereinafter "Grantor"), and **Belmont County Board of Commissioners**, located at **101 W. Main Street, St. Clairsville, Ohio 43950**, (hereinafter "Grantee"), for the period beginning **September 1, 2012** and ending **December 31, 2014** (the "Grant Period").

**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 Grantor.

**B.** Grantor, through its Division of Community Services, 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 Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, to Grantor setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and 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.** The Grantor hereby grants funds to Grantee in the amount of **Three Hundred Sixty Nine Thousand Dollars and no cents (\$369,000.00)** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **HOME Investment Partnerships Community Housing Improvement Program**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work", which is attached hereto,



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 references, 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 Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of 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 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 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 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 Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report." Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if 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 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 Grantor the reports required in Attachment C. All records of 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 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 Grantor and 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 Grantor shall require a review of the records related to the Project(s), 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 Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to 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 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 Community Development (OCD) 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. In addition:

a. If Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD 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 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 OCD- 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 Grantee's total federal expenditures in a fiscal year equal or exceed the threshold defined in the OMB Circular A-133 and the OCD 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 Grantor Audit Office. (See the OCD 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 Grantor or its designee, HUD or the U.S. Government 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, military status, 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, military status, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, military status, 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 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 Grantor for the purposes of performing the work and activities as set forth in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which are disallowed by said federal agency and which must be refunded thereto by 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.**  
a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

1. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
2. Failure of Grantee to submit any report required by this agreement that is complete and accurate.

3. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
4. Cancellation of the grant of funds from HUD.

b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for sixty (60) days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under paragraph Section 17.

**17. Effects of Termination.** Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, 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 Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

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

**20. Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, 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 of Grantor) caused by the negligent acts or omissions, or negligent conduct of 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 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 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 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflicts 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 the Ohio ethics and conflict of interest laws, 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 Grantee under this Agreement, and which are received by Grantee, must be returned to Grantor unless Grantee obtains prior approval from Grantor to use these Grant 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 Grantor in the process of obtaining this award of Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of Grant Funds, 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(F)(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.

**31. 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.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, 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 Grantor, to:  
Ohio Department of Development  
Office of Community Development  
77 South High Street, P.O. Box 1001  
Columbus, Ohio 43216-1001

Attn: Deputy Chief  
2. In case of Grantee, to:  
Belmont County Board of 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, 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 Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If "travel expenses" as defined in Ohio Administrative Code Section 126-1-02, are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed for those permissible travel expenses in amounts in accordance with Ohio Administrative code Section 125-1-02, as updated from time to time (the "Expense Rule") and Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

**GRANTEE:**  
Belmont County Board of Commissioners  
Charles R. Probst, Jr., President  
By: Charles R. Probst, Jr. /s/  
Printed Name: Charles R. Probst, Jr.  
Title: President  
Date: 10/24/12

**GRANTOR:**  
State of Ohio  
Department of Development  
Christiane Schmenk, Director  
Ohio Department of Development  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

David K. Liberati, Assistant /s/  
**PROSECUTING ATTORNEY**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID, ENTERING INTO CONTRACT  
AND ISSUING NOTICE TO PROCEED FOR THE VILLAGE OF BELMONT  
SIDEWALK IMPROVEMENT PROJECT TO ALLISON CONTRACTING, LLC/CDBG**

Motion made by Mr. Probst, seconded by Mr. Coffland to award the bid, enter into contract and issue the Notice to Proceed for the **Village of Belmont Sidewalk Improvement Project, a 2011 CDBG Formula project**, to the low bidder, Allison Contracting, LLC, in the amount of \$21,981.50 based upon the recommendation of A.C. Wiethe, Belomar Regional Council and Mayor Thompson.

**DISCUSSION HELD RE: BID AWARD TO ALLISON CONTRACTING** – Mr. Probst noted he had never heard of Allison Contracting before. A. C. Wiethe advised they are out of Wellsville. They were at the pre-bid to inspect the site and everything seems to be in order. He further advised it is a pretty small project.

**NOTICE OF AWARD**

To: Allison Contracting LLC  
40293 State Route 39  
Wellsville, Ohio 43968

PROJECT Description: furnish all service, labor, material and equipment necessary to perform sidewalk Improvement work in Village of Belmont, Ohio

The OWNER has considered the BID submitted by you on October 17, 2012 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 21,981.50.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 24th day of October, 2012.

Belmont County Commissioners  
Owner  
By: Charles R. Probst, Jr. /s/  
Name: Charles R. Probst, Jr  
Title: President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Name and Title: \_\_\_\_\_

cc: **CONTRACTOR'S Surety**  
**Surety's Agent**

**CONTRACT**

THIS AGREEMENT made this 24th day of October, 2012, by and between Allison Contracting LLC hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1. Statement of Work.**

The Contractor shall furnish all supervision, materials, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Village of Belmont Sidewalk Improvement<sup>2</sup>, and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered 1, dated 10/12/12, and \_\_\_ dated \_\_\_\_\_ all as prepared by Village of Belmont acting and in these Contract documents preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price.**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Twenty One Thousand Nine Hundred Eighty One and 50/100\*\*\*\*\* (Dollars) subject to additions and deductions as provided in Section 109 hereof.

<sup>1</sup>Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of ; an individual trading as \_\_\_\_\_.

<sup>2</sup>Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

**ARTICLE 3. Contract.**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Two original copies on the day and year first above written.

CONTRACTOR: Allison Contracting LLC

OWNER: Belmont County Commissioners

\_\_\_\_\_  
Signature

Charles R. Probst, Jr. /s/

\_\_\_\_\_  
Typed/printed name

Signature

Charles R. Probst, Jr.

\_\_\_\_\_  
Title

Typed/printed name

President

Title

APPROVED AS TO FORM:

David K. Liberati /s/

PROSECUTING ATTORNEY

**NOTICE TO PROCEED**

To: Allison Contracting LLC  
40293 State Route 39  
Wellsville, Ohio 43968

PROJECT Description: furnish all service, labor, material and equipment necessary to perform sidewalk Improvement work in Village of Belmont, Ohio

You are hereby notified to commence WORK in accordance with the Agreement dated October 24, 2012 on or before November 3, 2012. The date of completion of all WORK is December 31, 2012.

\_\_\_\_\_  
Belmont County Commissioners

Owner

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

Name: Charles R. Probst, Jr

Title: President

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**ANNOUNCEMENT RE: POTENTIAL PROJECTS SUBMITTED TO OMEGA FOR FUNDING:** Mrs. Favede announced as of yesterday, Belmont County submitted our top four (4) potential county projects to OMEGA that will be reviewed and measured for their Comprehensive Economic Development Strategy. There is a ten (10) county region that OMEGA oversees and they help with funding sources for planning and economic offices within each of those ten (10) counties. She explained that the board is required each year to submit our projects which are then weighed out based upon their overall impact to the region. Some of the factors that determine whether or not there is funding provided are job creation and retention, community distress and evidence of matching funds. We submitted four (4) projects and then were the pass through for the City of Martins Ferry to submit three (3) of their own projects. Our top four (4) projects that we are going to be working on in looking for funding are 1) Fox-Shannon Wastewater Treatment Plant Improvements, 2) The Ohio Valley Mall Sanitary Sewer Lift Station and Force Main Replacement Project, 3) Mall Road Connector, and 4) Belmont County Fairgrounds Sewage System. The City of Martins Ferry submitted three (3) of their own: 1) The Yorkville Waterline Extension, 2) The Upper Cemetery Road Sanitary Storm Sewer Project, and 3) the Martins Ferry Valve Replacement Project. This is a preliminary application of potential projects. It is important to note that Belmont County did not even have a project on their list for 2010-2011. It was very important to the board that we submit projects for potential funding.

**IN THE MATTER OF ENTERING INTO A RENEWAL  
AGREEMENT WITH MAXIMUS, INC. FOR 2012  
COST ALLOCATION PLAN**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 2012 indirect cost allocation plan at a cost of \$10,000.00.

*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 24<sup>th</sup> day of October, 2012, by and between **MAXIMUS Consulting Services, Inc.**, (“Consultant”), and the **Belmont County Board of Commissioners**, State of Ohio (“Client”). In consideration of mutual promises and covenants, the parties agree as follows:

1. **Scope of Services.** Consultant shall perform in a professional manner the services detailed in Exhibit A.
2. **Term.** This Agreement shall be in 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 reference as if fully set forth as part of this Agreement.
4. **Termination.** Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.

Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other. 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.

5. **Services and Materials to be Furnished by Client.** Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data 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 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 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 and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted such access.

7. **Copyright for Consultant’s Proprietary Software.** To the extent that the Services 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 it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant’s software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant’s materials created prior to the execution of this Agreement. All of the deliverables prepared by Consultant for Client included in the Services are specifically set out in Exhibit A.

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 amounts actually paid to Consultant in the first 12 month period of the Agreement.

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 1 year after the date on which Consultant completes performance of the services specified in the Agreement.

11. **Consultant Liability if Audited.** The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client’s knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant’s sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services.

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

[barbara.blake@co.belmont.oh.us](mailto:barbara.blake@co.belmont.oh.us)

**Robert J. Fink, State Director/Manager**

**MAXIMUS Consulting Services, Inc.**

7523 Fredle Drive

Concord Twp., OH 44077

(800) 543-0288 – Toll Free

[robertfink@maximus.com](mailto: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 only by written agreement signed by both parties.

14. **Miscellaneous.**

a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.

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. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

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: 10/24/12

Attest: Jayne Long /s/

By: Charles R. Probst, Jr. /s/  
**Commissioner**  
Ginny Favede /s/  
**Commissioner**  
Matt Coffland /s/  
**Commissioner**  
**MAXIMUS Consulting Services, Inc.**  
By: Dyan H. Blanberg /s/  
Title: Contracts Manager  
Date: 10-4-12  
Federal ID # 26-1557956

**EXHIBIT A**  
**Term and Scope of Services**  
**Belmont County, Ohio**

This Agreement shall become effective on October 24, 2012. The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and to best carry out the purpose of this Agreement.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws.

Consultant reserves the right to subcontract for services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

**Scope of Services:**

Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc. The plan will be based upon the County's year-end financial data for the year 2012 and will be the basis for the recoveries to be claimed for calendar year 2014.

Negotiations of the completed cost allocation plan with the representatives of DHHS and/or the State if required. The Consultant is responsible for the conduct of negotiations and securing approval of the plan as filed or as negotiated, where applicable, on the County's behalf.

Assistance in preparing the County's claims to the State for recovery of funds due the County, as it pertains to the information contained in the cost allocation plan.

**EXHIBIT B**  
**Compensation**  
**Belmont County, Ohio**

For services provided as set forth in Exhibit A, Client agrees to pay Consultant a lump-sum amount of **\$10,000** (Ten Thousand Dollars), which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.

The Consultant will invoice the amount due upon delivery of the report.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due by thirty (30) days after the invoice date.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A CONTRACT ADDENDUM WITH**  
**ACS STATE AND LOCAL SOLUTIONS, INC. DBA ACS GOVERNMENT**  
**RECORDS MANAGEMENT/RECORDER**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a Contract Addendum with ACS State and Local Solutions, Inc., DBA ACS Government Records Management, on behalf of the Belmont County Recorder, in order to provide an additional Public Search station increasing the per document charge from \$4.00 to \$4.18 for the remainder of the agreement. This amends the existing contract originally executed December 1, 2004 and subsequently extended for five years.

**CONTRACT ADDENDUM**

This Contract Addendum (hereinafter "Addendum") entered into this 24<sup>th</sup> day of October, 2012 by and between ACS State and Local Solutions, Inc. (a Delaware Corporation), DBA ACS Government Records Management, hereinafter referred to as "the Contractor" and Belmont County, OH, hereinafter referred to as "the County", and amends the existing computer services agreement.

WHEREAS, the County exercised the first of two five (5) year extension options on April 7, 2009, thereby extending the current Contract through December 1, 2014, and;

WHEREAS, pursuant to the Contract, any alteration of the Contract shall be valid only when reduced to writing, duly acknowledged by the parties hereto by execution of an Addendum to be attached and made part of the Contract.

NOW THEREFORE, intending to be legally bound, the parties hereto agree to modify the Contract as follows:

1. County wishes to add an additional Public Search station. The price to add the additional search station will increase the per document price by \$0.18, resulting in a new per document charge of \$4.18. This per document charge will be concurrent with the remaining term of the agreement unless modified in writing by any future addendums.
2. All other terms of the Contract between the parties shall remain in full force and effect unless specifically modified herein.

ENTIRE ADDENDUM: This Addendum and any attachments referenced herein constitute the entire addendum of the parties relative to those computer services specifically contemplated herein (and in any attachments), and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing (unless otherwise specifically incorporated into a particular attachment.). This Addendum may be modified only in accordance with State Laws and shall be enforceable in accordance with its terms when signed by both parties hereto. IN WITNESS THEREOF, the Contractor has hereunto affixed its hand and seal and has caused these present to be executed in its name and by the County Officer duly authorized and has caused its corporate seal to be hereto affixed.

**Belmont County, OH**  
  
Charles R. Probst, Jr. /s/  
Signature  
President, Belmont County  
Title  
Board of Commissioners  
10/24/12  
Dated

**ACS State and Local Solutions, Inc.**  
**DBA ACS Government Records Management**  
Hubert P. Auburn /s/  
Hubert P. Auburn  
Vice President  
  
10/11/2012  
Dated

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO EXECUTE THE QUARTERLY SUBGRANT REPORT FOR THE SHERIFF'S PERSONAL CRIMES INVESTIGATOR**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Charles R. Probst, Jr. to execute the Quarterly Subgrant Report for the Belmont County Sheriff's **Personal Crimes Investigator** grant as follows: Subgrant No. 2011-WF-VA2-8412; Period Ending 9/30/12; Payment Request: \$10, 231.66

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSIONER FAVEDE TO EXECUTE PAY APPLICATOIN NO. 4 FOR CHAMBERS, MURPHY & BURGE, LTD/HISTORIC SHERIFF'S RESIDENCE ADAPTIVE REUSE**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Favede to execute pay application No. 4 for Chambers, Murphy & Burge, Ltd., in the total amount of \$ 5,982.20 for construction engineering services on the Historic Sheriff's Residence Adaptive Reuse as follows:

Fed/State Match	\$5,982.20
Local Match	1,495.55
Total	\$7,477.75

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY INCREASE FOR SHAYLA ROBINSON, BUILDING AND GROUNDS DEPARTMENT/COMMISSIONERS**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve a \$.50 per hour pay increase for Commissioners' employee, Shayla Robinson, Building and Grounds Department, retroactive to July 16, 2012, effective pay period ending July 20, 2012, based upon the successful completion of her probationary period.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A LEASE AGREEMENT WITH GREEN PIKE, LLC FOR OFFICE SPACE FOR THE CLERK OF COURTS TITLE DEPARTMENT**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a lease agreement with Green Pike, LLC, for office space located at 121 East Main St., St. Clairsville, plus eight (8) parking spaces, for a term of eleven (11) months beginning August 1, 2012, thru June 30, 2013. Total annual rent is in the sum of \$30,734.00, payable in equal monthly installments of \$2,794.00.

**LEASE**

**Section I**

**Parties**

This lease is made between, Greene Pike, LLC, an Ohio limited liability company, 428 Second Street, Marietta, Ohio 45750, as lessor, and The Board of County Commissioners of Belmont County, Ohio, Belmont County Courthouse, St. Clairsville, Ohio 43950, as lessee. This lease replaces and supersedes a prior lease executed August 4, 1999, which lease was terminated July 31, 2012.

**Section II**

**Description of Leased Premises**

Lessor agrees to lease to lessee and lessee agrees to hire from lessor, the space consisting of 2153 square feet of the back or rear portion of the office building complex of Greene Pike, LLC at 121 East Main Street in the City of St. Clairsville, State of Ohio, referred to below as the building plus eight (8) parking places immediately adjacent to the alley and to the office space being leased by lessee.

**Section III**

**Term; Automatic Renewal**

The space is leased for a term of eleven months beginning on August 1, 2012, and to end at June 30, 2013, or on an earlier time and date as this lease may terminate as provided below, except that, if the date falls on a Sunday or a holiday, then this lease shall end on the business day which precedes the above-mentioned date.

This lease shall automatically renew for one year periods on the same terms from July 1 to June 30 if neither party gives written notice of an intention to terminate or modify the lease between March 1 and March 31 of each year.

**Section IV**

**Rent**

The total annual rent is the sum of \$30,734.00, which is payable in equal monthly installments of \$2,794.00, in advance, on the first day of each calendar month during the term. Rent shall be increased or decreased each year that this lease is automatically renewed based upon the increase or decrease in the department of Labor's consumer price index for all cities for the prior calendar year or any successor index that may be adapted to replace the CPI for all cities.

**Section V**

**Use and Occupancy**

Lessee agrees to use and occupy the premises as the motor vehicle title department of the Belmont County, Ohio Clerk of Court's office, and for no other purpose. Lessor represents that the premises may lawfully be used for the stated purpose.

**Section VI**

**Place for Payment of Rent**

Lessee shall pay rent, and any additional rent as provided below, to lessor at lessor's above-stated address, or at any other place as lessor may designate in writing, without demand and without counterclaim, deduction, or setoff.

**Section VII**

**Care and Repair of Premises**

Lessee shall not commit any act of waste and shall take good care of the premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessor shall make all necessary repairs to exterior improvements, except for signage, such as (a) the roof mounted heating and air conditioning units, (b) exterior doors and locks (c) maintenance and snow removal for the parking places. Lessee shall be responsible for all interior maintenance and improvements, and repairs made necessary by misuse or neglect by lessee or lessee's agents, servants, visitors or licensees shall be lessee's responsibility whether internal or external. All improvements made by lessee to the premises which are attached to the premises so that they cannot be removed without material injury to the premises, shall become the property of lessor upon installation.

Not later than the last day of the term lessee shall, at lessee's expense, remove all of lessee's personal property and those improvements made by lessee which are not the property of lessor, including trade fixtures; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by lessee or lessee's agents, servants, visitors or licensees, excepted. All property of lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by lessor, and lessee shall reimburse lessor for the cost of the removal. Lessor may have any property left on the premises stored at lessee's risk and expense.

**Section VIII**

**Alterations, Additions or Improvements**

Lessee shall not, without first obtaining the written consent of lessor, make any alterations, additions or improvements in, to or about the premises.

**Section IX**

**Prohibition Against Activities Increasing Fire Insurance Rates**

Lessee shall not do or permit any activity on the premises which will cause an increase in the rate of fire insurance on the building.

**Section X**

**Accumulation of Waste or Refuse Matter**

Lessee shall not permit the accumulation of waste or refuse matter on the leased premises or anywhere in or near the building.

**Section XI**

**Abandonment**

Lessee shall not, without first obtaining the written consent of the lessor, abandon the premises, or allow the premises to become vacant or deserted.

**Section XII**

**Assignment or Sublease**

Lessee shall not, without first obtaining the written consent of the lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premise or any part of the premises.

**Section XIII**

**Compliance with Rules and Regulations**

Lessee shall observe and comply with the rules and regulations as lessor may prescribe, on written notice of the lessee, for the safety, care, and cleanliness of the building and the comfort, quiet, and convenience of other occupants of the building.

**Section XIV**

**Filing System; Signage**

The movable filing system shall be shared and lessor shall add shelving thereto to accommodate lessee's needs. Lessor shall be responsible for keeping the lessor's files in the shared movable filing system locked and secured.

All external signage erected by lessee shall be first approved by lessor and shall be removed at lessee's expense upon the expiration of this lease.

**Section XV**

**Heat**

Lessor agrees to furnish lessee heat on business days adequate and reasonable for the premises leased by this agreement, or when and as required by law. Lessee timely shall pay for the natural gas used to heat the premises leased and shall be separately metered for the same.

**Section XVI**

**Water**

Lessor agrees to furnish hot and cold water without charge.

**Section XVII**

**Cleaning Services**

Lessee agrees to provide the cleaning services customary in the building. Failure to do so will permit the lessor to provide those services at an additional rental charge to lessee equal to the same.

**Section XVIII**

**Air Conditioning**

Lessor agrees to furnish air cooling from May 1 through September 30.

**Section XIX**

**Electricity**

Lessor agrees to furnish electricity for usual office requirements; however, lessee shall not use any electrical equipment which in lessor's reasonable opinion will overload the wiring installations or interfere with the reasonable use of the installations by lessor in the building. Lessee timely shall pay for the electricity used in the premises leased and shall be separately metered for the same.



**Section XX**  
**Damages to Building**

If the building is damaged by fire or any other cause to the extent that the cost of restoration, as reasonable estimated by lessor, will equal or exceed fifty percent (50%) of the replacement value of the building, exclusive of foundations, just prior to the occurrence of the damage, then lessor may, no later than the sixtieth (60) day following the damage, give lessee a notice of election to terminate this lease, or if the cost of restoration will equal or exceed fifty percent (50%) of the replacement value and if the premises are not reasonably usable for the purposes for which they are leased under this agreement, then lessee may, no later than the sixtieth (60) day following the damage, give lessor a notice of election to terminate this lease. In event of either election this lease shall terminate on the tenth (10) day after lessor gives notice to lessee, and lessee shall surrender possession of the premises within a reasonable time, and the rent, and any additional rent, shall be apportioned as of the date of the surrender and any rent paid for any period beyond that date shall be repaid to tenant.

If the cost of restoration as estimated by lessor amounts to less than fifty percent (50%) of the replacement value of the building, or if, despite the cost, lessor does not elect to terminate this lease, lessor shall restore the building and the premises with reasonable promptness, subject to delays beyond lessor's control and delays in the making of insurance adjustments between lessor and his insurance carrier, and lessee shall have no right to terminate this lease except as provided in this agreement. Lessor need not restore fixtures and improvements owned by tenant.

In any case in which use of the premises is affected by any damage to the building, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the premises are not reasonably usable for the purpose for which they are leased under this agreement. The words "restoration" and "restore" as used in this Section include repairs. If the damage results from the fault of the lessee, or lessee's agents, servants, visitors, or licensees, lessee shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that lessor receives the proceeds of rent insurance in lieu of the rent.

**Section XXI**  
**Waivers of Subrogation**

Notwithstanding the provisions of this lease, in any event of loss or damage to the building, the premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all insured claims against the other party.

**Section XXII**  
**Eminent Domain**

If the premises or any part of the premises or any estate in the premises, or any other part of the building materially affecting lessee's use of the premises, is taken by eminent domain, this lease shall terminate on the date when title vests pursuant to the taking. The rent, and any additional rent, shall be apportioned as of the termination date and any rent paid for any period beyond that date shall be repaid to lessee. Lessee shall not be entitled to any part of the award for the taking or any payment in lieu of payment, but lessee may file a claim for any taking of fixtures and improvements owned by lessee, and for moving expenses.

**Section XXIII**  
**Lessor's Remedies on Default**

If lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions of this agreement, lessor may give lessee notice of the default. If lessee does not cure any rent, or additional rent, default within ten (10) days, or other default within ten (10) days, after notice is given or if the other default is of a nature that it cannot be completely cured within that period, lessee does not commence curing within ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure the default, then lessor may terminate this lease on not less than ten (10) days' notice to lessee. On the date specified in the notice the term of this lease shall terminate and lessee shall then quit and surrender the premises to lessor, but lessee shall remain liable as provided in this lease. If this lease is terminated by lessor, lessor may at any time after termination resume possession of the premise any any lawful means and remove lessee or other occupants and its or their effects.

**Section XXIV**  
**Deficiency**

In any case where lessor has recovered possession of the premise by reason of lessee's default, lessor may, at lessor's option, occupy the premises or cause the premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the premises or any part of the premises as agent of lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this lease, at lessor's option, and receive the rent as agreed under the lease. Any rent received shall be applied first to the payment of expenses lessor may incur in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting, and reletting, including brokerage and reasonable attorneys' fees, and then to the payment of damages in amounts equal to the rent under this agreement and to the cost and expenses of performance of the other covenants of lessee as provided in this agreement. Lessee agrees, in the above-described circumstances, whether or not lessor has relet, to pay to lessor damages equal to the rent and other sums agreed to, less the net proceeds of the reletting. The damages shall be payable by lessee on the several rent days above specified. In reletting the premises, lessor may grant rent concessions, and lessee shall not be credited with the concessions. No reletting shall constitute a surrender and acceptance or be deemed evidence of a surrender and acceptance. If lessor elects, pursuant to this agreement, actually to occupy and use the premises or any part of the premises during any part of the balance of the term as originally fixed or since extended, there shall be allowed against lessee's obligation for rent or damages as defined in this agreement, during the period of lessor's occupancy, the reasonable value of the occupancy, not to exceed in any event the rent reserved and the occupancy shall not be construed as a relief of lessee's liability under this agreement.

Lessee waives all right of redemption to which lessee or any person claiming under lessee might be entitled by any law now or later in force. Lessor's remedies under this agreement are in addition to any remedy allowed by law.

**Section XXV**  
**Effect of Failure to Insist on Strict Compliance with Conditions**

The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to the exercise any option contained in this agreement, shall not be construed as a waiver of the covenant, condition, or option in any other instance. This lease cannot be changed or terminated orally.

**Section XXVI**  
**Board of County Commissioner's Authorized**

The signing of this lease on behalf of the Board of County Commissioners of Belmont County, Ohio, warrants and represents that they are authorized and do bind the Board of County Commissioners to this lease.

**Section XXVII**  
**Subordination of Lease**

This lease shall be subject and subordinate to mortgages which now or subsequently affect the leases or the real property of which the premises for a part, and also to all renewals, modifications, consolidations, and replacements of the mortgages. Although no instrument or act on the part of lessee shall be necessary to effectuate the subordination, lessee will, nevertheless, execute and deliver instruments confirming the subordination of this lease as may be desired by the holders of the mortgages. Lessee agrees to appoint lessor attorney in fact, irrevocably, to execute and deliver any of the above-described instrument for lessee.

**Section XXVIII**  
**Right to Terminate on 60 Days Notice**

This lease may be terminated by either party with a sixty (60) day written notice by certified mail.

**Section XXIX  
Lessor's Right to Cure Lessee's Breach**

If lessee breaches any covenant or condition of this lease, lessor may, on reasonable notice to lessee (except that no notice need be given in case of emergency), cure the breach at the expense of lessee. The reasonable amount of all expenses, including attorneys' fees, incurred by lessor in curing the breach, whether paid by lessor or not, shall be deemed additional rent payable on demand.

**Section XXX  
Mechanics' Lien**

Lessee shall within ten (10) days after notice from lessor discharge any mechanics' liens for materials or labor claimed to have been furnished to the premises on lessee's behalf.

**Section XXXI  
Notices**

Any notice by either party to the other shall be in writing and shall be deemed proper only if delivered personally or sent by certified mail in an addressed postpaid envelope; if to lessee, at the above described building; if to lessor, at lessor's address as set forth above; or, to either, at another address as lessee or lessor, respectively, may designate in writing. Notice shall be deemed properly given, if delivered personally, upon delivery, and if mailed, upon the third day after mailing, unless subsequently returned.

**Section XXXII  
Lessor's Right to Inspection, Repair, and Maintenance**

Lessor may enter the premises at any reasonable time, upon adequate notice to lessee (except that no notice need be given in case of emergency) for the purpose of inspection or to make repairs, replacements, or additions in, to, on and about the premises or the building, as lessor deems necessary or desirable. Lessee shall have no claim or cause of action against lessor by reason of entry for these purposes.

**Section XXXIII  
Interruption of Services or Use**

Interruption or curtailment of any service maintained in the building, if caused by mechanical difficulties, or any causes beyond lessor's control shall not entitle lessee to any claim against lessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless lessor fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay. If the premises are rendered untenantable in whole or in part, for a period of thirty (30) business days, due to repairs, replacements, or additions, other than those made with lessee's consent or caused by misuse or neglect by lessee or lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of untenability.

**Section XXXIV  
Conditions of Lessor's Liability**

Lessee may not claim a constructive eviction from the premises unless lessee has first notified lessor in writing of the condition or conditions giving rise to the eviction, and, if the complaints are justified, unless lessor fails within a reasonable time after receipt of notice to remedy the conditions.

**Section XXXV  
Lessor's Right to Show Premises**

Lessor may show the premises to prospective purchasers and mortgagees and, during the sixty (60) days prior to termination of this lease, to prospective tenants, during business hours upon reasonable notice to lessee.

**Section XXXVI  
Effect of Other Representations**

No representations or promises shall be binding on the parties to this agreement except those representations and promises contained in this agreement or in some future writing signed by the party making the representations or promises.

**Section XXXVII  
Peaceful Enjoyment**

Lessor covenants that if, and for as long as lessee pays the rent, and any additional rent as provided in this agreement, and performs the covenants of this lease, lessee shall peaceably and quietly have, hold, and enjoy the premises for the term mentioned, subject to the provision of this lease.

**Section XXXVIII  
Lessee's Certification as to Force and Effect of Lease**

Lessee shall, from time to time, upon not less than ten (10) days' prior written request by lessor, execute, acknowledge, and deliver to lessor a written statement certifying that the lease is unmodified and in full force and effect, or that the lease is in full force and effect as modified and listing the instruments of modification; the dates to which the rents and other charges have been paid; and, whether or not to the best of lessee's knowledge lessor is in default under this lease and, if so, specifying the nature of the default. It is intended that any statement delivered according to this Section may be relied upon by a prospective purchaser of lessor's interest or mortgagee of lessor's interest or assignee of any mortgage upon lessor's interest in the building.

**Section XXXIX  
Section Headings**

The section headings in this lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this lease or any of its provisions.

**Section XII  
Approval by Prosecuting Attorney**

The lessee states that this lease has been submitted to and approved by the office of the Belmont County Ohio prosecuting attorney.

**Section XL  
Binding Effect on Successors and Assigns**

The provisions of this lease shall apply to, bind, and inure to the benefit of lessor and lessee, and their respective heirs, successors, legal representatives, and assigns. It is understood that the term "lessor" as used in this lease means only the owner, a mortgagee in possession, or a term lessee of the building, so that in the event of any sale of the building or of any lease of the building, or if a mortgagee takes possession of the premises, the lessor named in this agreement shall be entirely freed and relieved of all covenants and obligations of lessor subsequently accruing under this agreement. The purchaser, the term lessee of the building, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the lessor under this agreement.

**Section XLL  
Insurance**

Lessee shall carry comprehensive liability insurance to cover all liability and damage or loss from fire or casualty on the contents of the leased premises in an amount satisfactory to the lessor.

**Section XLLL  
Emergency Access and Exit**

A wall may be constructed by lessee, whose specifications shall be approved by lessor, separating the leased premises or a portion thereof from the remaining portions of the building. Lessor shall be given a key for access to be used only in the event of an emergency. The entrance to and from the leased premises may be used by lessor's employees and lessor's clients in need of the handicapped entrance.

Dated: October 24, 2012

**Board of County Commissioners of Belmont County, Ohio, Lessee**

Charles R. Probst, Jr. /s/

**Charles R. Probst, Jr., Commissioner**

Ginny Favede /s/

**Ginny Favede, Commissioner**

Matt Coffland /s/

**Matt Coffland, Commissioner**

**Greene Pike, LLC, Lessor**

**By:** Jeffrey E. Depux /s/

**Its:** Member

Approved as to form:

Chris Berhalter /s/

Prosecuting Attorney, Belmont County, Ohio

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST OF BCSSD TO CERTIFY ALL DELINQUENT WATER AND SEWER RATES AND CHANGES TO THE AUDITOR**

Motion made by Mr. Probst, seconded by Mr. Coffland requesting the Director of the Belmont County Sanitary Sewer District to certify all delinquent water and sewer rates and changes to the County Auditor of Belmont County, the same to be placed on the Tax Duplicate and collected in the same manner as other real estate taxes for the year 2012, and those are as follows: (Water) District #2 and #3 & (Sewer) Districts #1, #2, #3A, #3B and #3C.

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: RUMA’S** – During a break Mr. Probst stated he talked to the Clerk about the RUMA and the addendum that we have talked to Assistant Prosecutor David Liberati about as far as prevailing wage and he asked, “What do we want to do?” Mr. Coffland stated he talked to Deputy Engineer Mike Wahl who said that under ODOT approved contractors they are required to pay minimum wage. The only ones they deal with are ODOT approved contractors. The verbiage for prevailing wage is in there already. He said that is covered so we don’t have to specify anything more. Mrs. Favede said her only concern is that that isn’t the same application for township trustees who are also going to be utilizing the Belmont Co. RUMA. Because it is an Attorney General opinion, she does feel strongly that it needs to be incorporated into our RUMA. Mr. Coffland said the township has the option to accept that or not, and if they do accept it and if they use any money, it is required that they pay minimum wage. If you do a job using county funds, you must pay minimum wage. Mrs. Favede said if that was the case, then why don’t we just put it in writing anyway. Mr. Probst said he asked the Assistant Prosecutor about policing. He was adding verbiage in there to say that it must adhere by Belmont Co. prevailing wage standards and it would be up to our Prevailing Wage Coordinator to check. That language is being put in there that is not in ODOT’s. Mr. Probst said he had questions and was going to call our attorney this afternoon. We need to know our legal bounds. Mr. Coffland stated the County Engineer had to sign off on any road project. At this time Engineer Fred Bennett joined the discussion. He stated he heard the board was changing the RUMA without his knowledge. He said Deputy Engineer Mike Wahl responded to Assistant Prosecutor David Liberati about this new requirement on prevailing wage. Mr. Bennett said what he doesn’t like about it is it needs signed by notaries when the agreement itself does not get signed by notaries. He was told the Clerk was re-typing the agreement. Mr. Coffland asked wasn’t it already in the agreement that they have to pay prevailing wage through ODOT specs. Mr. Bennett said it says they have to use an ODOT approved contractor. He cannot say 100% that they pay, but they normally do because they use union labor which means they are paying prevailing wage. Mr. Bennett has no problem with the prevailing wage requirement. He just does not want to have to get it notarized. Mr. Probst asked Mr. Bennett who surveys the payroll records. Mr. Bennett said he does it on a regular job; he said he definitely does not want to do it on the RUMA’s. Mr. Probst said that was where we were going to put our own language in and our own Prevailing Wage Coordinator would do that work. Mr. Bennett said it is not a law; it’s an Attorney General’s opinion. Mr. Coffland and Mr. Probst want to add the Belmont Co. Prevailing Wage Coordinator will be surveying periodically from time to time the payroll records. Mr. Probst asked Mr. Bennett if David Liberati was his legal counsel also. Mr. Bennett confirmed that yes he was. Mr. Probst asked what if you have a conflict, then what. Mr. Bennett said that is when he has to hire outside counsel. Mr. Probst asked, “Do we have any authority at all over county roads as the Board of Commissioners? He said people are coming in. If we do, there may be some things we are looking into down the road. If not, that’s fine, but the public needs to know. Mr. Probst said he is going to call an attorney this afternoon to get that opinion. He noted the speed limit issue on Colerain Pike is coming back up. We have to see what we are allowed to do. Mr. Bennett said, “You don’t have the right to establish a speed limit on there.” Mr. Probst asked, “Can we petition to have a survey done to see if the speed limit needs to be reduced?” Mr. Bennett said, “I guess.” He advised what he did on Colerain Pike was talk to the traffic engineer at ODOT and asked him when he was in the county to take a look there to see if it had a chance of qualifying for a speed limit. He said there was no sense going through the expense of a study, if it is not going to qualify anyhow. There is a lot involved in a survey. Mr. Probst said there are frack trucks now along with the coal trucks. In the morning with the school buses it’s dark, there are so many blind turns and the speed limit is 55mph. People are driving too fast. Getting back to the RUMA’s, Mr. Probst said we can either put something in the agreement or do a separate addendum in and then notify the current RUMA-holders we have adopted this. Mr. Bennett said it would be better to do an addendum and put it in the appendix. Mr. White asked about motorcycles on CR 10 where gravel is 3’-4’ deep on the side of the road. He said according to a Columbus article, the county is liable if someone is killed. Mr. Bennett will let Mr. Probst know what the traffic engineer says about Colerain Pike.

**IN THE MATTER OF ADOPTING ADDENDUM TO THE ROADWAY USE MAINTENANCE AGREEMENT**

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the **Addendum to the Roadway Use Maintenance Agreement** concerning Prevailing Wage compliance and reporting.

**ADDENDUM TO ROADWAY USE MAINTENANCE AGREEMENT**

This Addendum is made a part of the Roadway Use Maintenance Agreement entered into by the Belmont County Commissioners (Authority) and \_\_\_\_\_ (Operator) on the \_\_\_\_ day of \_\_\_\_\_, 201\_.

The Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4).

Operator further acknowledges that the estimated cost and actual cost of any road maintenance work to be performed pursuant to this agreement is solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost.

Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio’s Prevailing Wage Laws, and that Operator will properly complete and properly submit to Belmont County’s designated Prevailing Wage Coordinator any and all forms and reports necessary to show compliance. Further, Operator shall protect, save, indemnify, and hold Belmont County, its elected officials, agents, and employees, harmless from any liability, claims, damages, penalties, charges, or costs including attorney’s fees which may arise or be claimed as a result of any violations of any laws or ordinances, including, but not limited to, Ohio Prevailing Wage Laws.

This Addendum shall be incorporated into the Road Use Maintenance Agreement and made a part thereof.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

**OPERATOR** **BELMONT COUNTY**

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Upon roll call the vote was as follows:

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

**RECONVENED THURSDAY, OCTOBER 25, 2012**  
**PRESENT: COMMISSIONERS FAVEDE AND PROBST.**  
**ABSENT: COMMISSIONER COFFLAND**

**IN THE MATTER OF ENTERING**  
**EXECUTIVE SESSION AT 11:25 A.M.**

Motion made by Mr. Probst, seconded by Mrs. Favede to enter executive session with Dwayne Pielech, BCDJFS Director, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING**  
**EXECUTIVE SESSION AT 12:20 P.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ADVERTISING FOR A DIRECTOR**  
**OF BELMONT CO. SENIOR SERVICES AND A REGISTERED NURSE**

Motion made by Mr. Probst, seconded by Mrs. Favede to advertise for a Director for Senior Services of Belmont County and also to advertise for an Registered Nurse as the In Home Care Supervisor for Senior Services of Belmont County.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING**

Motion made by Mr. Probst, seconded by Mrs. Favede to adjourn the meeting.

Upon roll call the vote was as follows:

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

Read, approved and signed this 31st day of October, 2012.

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_ PRESIDENT

\_\_\_\_\_ CLERK