

St. Clairsville, Ohio

September 25, 2013

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-BP	Gasoline-Coroner's Van/General Fund	230.65
A-Hampton Inn & Suites	Travel expense-Frank Pierce/General Fund	136.74
A-McGhee & Co.	Supplies-Clerk of Courts/General Fund	180.63
A-Smartbill	New Treasurer supplies-bills/General Fund	530.00
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	168.18
E-Wireless Investments, LLC	Sub Lease Agreement-Tower Site/911 Wireless Fund	660.00
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	56.99
K-Staples Credit Plan	Printer/Engineer MVGT Fund	299.99
P-American Electric Power	Services/WWS#3 Revenue Fund	89,620.60
P-Belmont Co. Sanitary Sewer 71	Transfer out/BCSSD Funds	272,411.36
P-Blackburn Mfg., Co.	Material/BCSSD Funds	691.45
P-Planner Pads Company	Supplies/BCSSD Funds	188.89
P-Software Solutions, Inc.	Services/BCSSD Funds	12,820.00
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	1,295.00
S-Cardmember Service	Misc. expenses/Oakview Juvenile Residential Center Fund	294.22
S-Contingency Fund-Replen.-G.G.H.	Haircuts & fair/District Detention Home Fund	20.00
S-Gil Thermes Fence Co., Inc.	Add fence and repair/District Detention Home Fund	5,920.00
S-PNC Bank	Visa bill/District Detention Home Fund	527.37
S-Sam's Club	Food & supplies/District Detention Home Fund	3,792.00
S-United Bank	Armory Property Mortgage/Port Authority Fund	1,793.62
S-Walmart Community	Supplies & food/Oakview Juvenile Residential Center Fund	390.24
W-Delinquent Tax Collectors of Ohio, Inc.	Delinquent Tax Collection MFH/DRETAC-Treasurer's Office Fund	5,392.00
W-MOS	Delinquent Tax Office Printer/DRETAC-Treasurer's Office Fund	2,955.00
Y-Health Plan PPO	October premium/Employer's Share Holding Account	382,961.82

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for September 25, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$13,386.83
A-GENERAL/AUDITOR	\$2,442.36
A-GENERAL/JUVENILE COURT	\$854.73
A-GENERAL/RECORDER	\$13,760.56
A-GENERAL/SHERIFF	\$2,551.00
A-GENERAL/911	\$979.02
B-Dog Kennel	\$83.19
H-Job & Family, CSEA	\$5,361.81; \$9,558.84
H-Job & Family, Public Assistance	\$577.00; \$127,011.33; \$1,059.80
H-Job & Family, WIA	\$182,089.29; \$1,661.17;
J-Real Estate Assessment	\$1,867.22
K-Engineer MVGT Fund	143.58; \$6,166.19
M-Juvenile Ct. – Intake Coordinator	\$50.00
M-Juvenile Ct. – Title IV-E Reimb.	\$750.00
P-Oakview Admn Bldg.	\$238.58
P-Sanitary Sewer District	\$6,242.70; \$5,951.71; \$9,513.10
S-Capital Outlay	\$38,329.50
S-Certificate of Title Adm Fund	84.44
S-District Detention Home	\$2,675.64
S-Job & Family, Children Services	\$801.95
S-Job & Family, Senior Program	\$6,426.46; \$17,150.96; \$2,793.73; \$310.87
S-Juvenile Ct. – Computer Fund	\$163.80
S-Juvenile Ct. – Gen. Spec. Projects	\$1,000.00
S-Oakview Juvenile Residential Center	\$2,454.71
S-Sheriff Commissary	\$3,913.39
S-Western Court General Special Projects	\$2,313.11
W-Law Library	\$965.74

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

FUND FOR THE GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A13.000 Postage	E-0051-A001-A03.010 Supplies	\$ 289.33
E-0051-A001-A13.010 Supplies	E-0051-A001-A03.010 Supplies	\$ 1,715.15
E-0051-A001-A20.012 Equipment	E-0051-A001-A15.012 Sheriff's Cruisers	\$ 3,063.00

BELMONT COUNTY SHERIFF/ GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A02.002 Salaries- Admin	\$ 11,278.00

VETERAN'S SERVICE COMMISSION/VARIOUS FUNDS

FROM	TO	AMOUNT
E-0160-A009-D09.000 Outreach	E-0160-A009-D02.002 Salaries-Employees	\$ 10,000.00
E-0160-A009-D10.007 Unemployment	E-0160-A009-D02.002 Salaries-Employees	\$ 10,000.00
E-0161-A009-C07.000 Travel	E-0160-A009-D07.003 PERS	\$ 6,000.00
E-0160-A009-D13.000 Building Supplies	E-0160-A009-D02.002 Salaries-Employees	\$ 20,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF JUNE, JULY & AUGUST, 2013**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of June, July & August, 2013.

FROM	GENERAL	TO	AMOUNT
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	6,833.33
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	750.00
E-5005-S007-S06.006	BCDJFS SENIOR PROGRAM	R-9891-Y091-Y03.500	1,250.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	266.45
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	640.02
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	170.73
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	132.81
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	29.10
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	10.89
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	333.33
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	500.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	250.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	250.00
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	0.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	500.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	2,500.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	750.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS DEVELOPMENTAL	R-9891-Y091-Y03.500	1,000.00
E-2410-S066-S80.000	DISABILITIES	R-9891-Y091-Y03.500	2,250.00
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	0.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT CERT OF TITLE/CLK OF	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	COURTS WESTERN CT. GEN. SPEC.	R-9891-Y091-Y03.500	0.00
E-1551-S088-S03.006	PROJECTS	R-9891-Y091-Y03.500	250.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	250.00
	TOTAL		19,166.66

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR AUGUST, 2013**

Motion made by Mr. Probst seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of August 2013.

Gross Wages P/E 8/10/13 to 8/24/13

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,473.87
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	430.22
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	430.22
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,458.61
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	3,995.54
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	3,525.49
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,348.09

COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	639.76
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,725.08
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	5,935.79
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,256.91
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,190.20
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,220.81
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,445.52
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,668.78
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,859.32
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	4,014.18
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	4,222.80
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,572.05
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	888.10
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,693.16
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,776.00
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,995.50
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	31.98
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	265.26
			69,063.24
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	722.94
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,132.74
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	797.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	336.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	416.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	230.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,855.41
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	41,707.74
FLOOD GRANT-HUMAN SERV	E-2600-H005-H11.000	R-9895-Y095-Y01.500	4,490.16
WINDSTORM -HUMAN SERV	E-2600-H005-H12.000	R-9895-Y095-Y01.500	965.72
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,571.49
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,516.36
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,593.51
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	11,521.95
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,650.49
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	985.60
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	313.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,120.99
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	835.71
Intake Coordinator	E-0400-M062-M02.000	R-9895-Y095-Y01.500	87.92
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	891.22
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	173.38
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,753.07
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	8,238.06
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	987.05
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	1,940.18
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	616.66
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	47.23
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	700.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,359.21
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,348.75
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,634.69
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	296.16
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	23,849.03
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	12,763.00
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,548.10
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	357.60

EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	304.60
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	777.20
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	145.08
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	1,990.90
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	196.00
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	481.40
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	616.24
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			233,063.62

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **CDBG - \$23,450.00** paid into R-9702-T011-T01.501 CDBG-Grant FORMULA on Sept. 23, 2013. Draw No. 164, Grant #B-F-12-1AG-1.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITOR – Larry Craig, Melissa Luyster, Liza Butler and Dan Cowden to travel to Dublin, OH, on Oct. 7, 2013, to attend CAUV School Continuing Education Day. A county car will be used. Estimated expenses: \$200.00

BCDJFS – Lisa Fijalkowski to travel to Canton, OH, on Oct. 1, 2013, to attend the Canton District Directors Meeting.

Martina Burkhart, Janet Neuman and Donna Steadman to travel to Cambridge, OH, on Sept. 30, 2013, to attend HEAP meeting for Senior Services. Estimated expenses: \$36.00

Daisy Braun, Jack Irwin and Senior members to travel to Rogers, OH, on Oct. 4, 2013 and to Marietta, OH, on Oct. 8, 2013, for St. Clairsville Senior Center outings. Estimated expenses: \$48.00

Patricia Kinney, William Beckett (Driver), and Senior members to travel to Moundville, WV, on Oct. 3, 10, 15, 17, 22, 24, 28, and 31, 2013; to Marietta, OH, on Oct. 8, 2013, to Morristown, OH, on Oct. 11, 2013, to Coshocton, OH, on Oct. 18, 2013; and to Wheeling, WV on Oct. 10, 2013, for Bellaire Senior Center outings. Estimated expenses: \$120.00

Christine Parker, Jennifer Fietz, Janelle Nardo, Mike Frey, and Shannon Weekley to travel to Vail, Colorado, on Oct. 22-26, 2013, to attend Differential Response Conference. Estimated expenses: \$8,049.72 *(Note that agency will be reimbursed for expenses through Differential Funding.)*

Lori O’Grady to travel to Wheeling, WV, on Nov. 12, 2013, to attend Human Resource Law Training. Bradley Bruce, Donna Steadman and Senior members to travel to Moundville, WV, on Oct. 1, 10, 15, 22 and 29, 2013; to Marietta, OH, on Oct. 8, 2103, to Coshocton, OH, on Oct. 18, 2013, for Centerville Senior Center outings. Susan Hines, Floyd Culbertson and Senior members to travel to Sugarcreek, OH, on Oct. 10, 2013, for a Flushing Senior Center outing and Susan Hines, Driver, and Senior Members will travel to Sugarcreek, OH, on Oct. 11, 2013, for a Bethesda Senior Center outing. Estimated expenses: 257.00

ENGINEER - Steven Clark, Sign Worker, to travel to Logan, OH, on Oct. 17, 2013 to attend Osburn Signs “Working” Open House. A county vehicle will be used.

VETERANS – Veterans Service Commission and Service Officers to travel to Cambridge, OH, on Oct. 9, 2013, to attend Regional Training to the OSACVSC. A Veterans’ van will be used.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mike Bianconi noted his he was glad the board signed the oil and gas lease which will generate \$3 million and asked the board to consider using \$1 million on roads and bridges; \$1 million on new water projects; and \$1 million on water and sewer debt. Mrs. Favede stated the board actually had a meeting Monday morning with our Director of Sanitary Sewer and we have \$2 million worth of sanitary sewer and water projects on tap that are purely economic development driven. She said you will see a large portion of that money go directly to those projects because otherwise the development that’s obviously being planned won’t be able to take place.

Mr. Bianconi said he appreciated the little report the board gave on the Senior Services budgets, but he still requested a comprehensive report regarding meals, people, travel, etc. He also requested a copy of the motion sheet before the meeting so he might know what might happen at the meeting. He said it is a public record. He said whenever the board holds work sessions, and once that is done, he advised to check with the Prosecutor’s Office, and when we generate the agenda for the meeting, that’s all public record. He said, “If the board doesn’t make a motion that is on it, that’s fine; we are sitting here. The record is the minutes that are done.”

Mr. Coffland stated, “Just to follow up, the motion has been made to transition this over on its own (Senior Services). That was made last week. And for the record, I still state that it’s going to be one of the biggest wastes of money this county will ever do when we do that. And I’ve got the figures to prove it and I will sit down with anybody and show them any time, any place. So I want it on the record it’s still a waste of your tax dollars combining services. I think that is what you are asking and I think that before it’s done, I am saying the motion was put on last week. So it’s clear, that has already been in the process of trying to do it.

IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING AND A SPECIAL MEETING

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 28, 2013.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

Note: This action is necessary annually as part of the budgetary process. The board is accepting the County Auditors estimates of revenues to be generated by the tax levies for fiscal year 2014.

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR (BOARD OF COUNTY COMMISSIONERS)

Rev. Code, Secs. 5705.34, .35

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 25th day of September, 2013, at the office of the Belmont County Commissioners with the following members present:

Ginny Favede
Matt Coffland
Charles R. Probst, Jr.

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, this Board of County Commissioners in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2014; and

WHEREAS, the Budget Commission of Belmont County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore be it

RESOLVED, By the Board of County Commissioners of Belmont County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount Approved by Budget Commission Inside <u>10 M. Limitation</u>	Amount to be Derived From Levies Outside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
A. General Fund	\$2,495,000.00		2.30	
D. Children Service Fund				
E. Children Service Fund				
O. Mental Health Fund				
Q. Developmental Disabilities (MRDD)				
Q. Developmental Disabilities (MRDD)				
Q. Developmental Disabilities (MRDD)				
Q. Developmental Disabilities (MRDD)				
Q. Senior Services				
Q. Senior Services				
Q. Senior Services				
Q. Road Construction Funds				
<i>Q. Other-Misc Construction Funds</i>				
S. Relief/Welfare Special Levy Funds				

S. Child Welfare Services Special Levy Funds- Children Services		370,000.00		1.00
S. Mental Health Special Levy Funds		855,000.00		1.50
S. Airports and Commerce Special Levy Funds				
S. Special Levy Funds- Senior Citizens		3,217,000.00		3.00
S. Other-Miscellaneous Special Levy Funds-MRDD		4,850,000.00		7.00
S. Other Miscellaneous- 911 Upgrade		1,105,000.00		1.00
Total	\$2,495,000.00	\$10,397,000.00	2.30	12.50

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized To Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND: YEAR		
Current expense levy authorized by voters on Not to exceed Years.		
Current expense levy authorized by voters on Not to exceed Years		
Current expense levy authorized by voters on Not to exceed Years		
Current expense levy authorized by voters on Not to exceed Years		
TOTAL GENERAL FUND OUTSIDE 10 M. LIMITATION		
SPECIAL LEVY FUNDS:		
Levy authorized by voters on Mental Health not to exceed 10 Years 11/08/05	1.50	855,000.00
Levy authorized by voters on Children Services not to exceed 10 Years 11/02/04	.65	240,000.00
Levy authorized by voters on Children Services not to exceed 10 Years 05/02/06	.35	130,000.00
Levy authorized by voters on Senior Services not to exceed 5 Years 11/06/12	1.00	1,087,000.00
Levy authorized by voters on Senior Services not to exceed 5 Years 11/04/13	1.50	1,635,000.00 *Voting Now
Levy authorized by voters on Senior Services not to exceed 5 Years 11/02/10	.50	495,000.00
Levy authorized by voters on MRDD not to exceed Continuous Years 11/04/80	1.00	620,000.00
Levy authorized by voters on MRDD not to exceed Continuous Years 05/07/85	2.00	1,180,000.00
Levy authorized by voters on MRDD not to exceed Continuous Years 11/04/86	1.50	1,018,000.00
Levy authorized by voters on MRDD not to exceed Continuous Years 05/04/99	2.50	2,032,000.00
Levy authorized by voters on 911 Upgrade not to exceed 5 Years 11/06/12	1.00	1,105,000.00
Levy authorized by voters on not to exceed Years		
	13.5	10,397,000.00

And be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

Mrs. Favede, Yes _____

Mr. Coffland, Yes _____

Mrs. Probst, Yes _____

Adopted the 25th day of September, 2013
Year.

Jayne Long /s/ _____

Jayne Long
Clerk of the Board of County Commissioners of
Belmont County, Ohio.

IN THE MATTER OF ACCEPTING THE CRIMINAL COST REPORT SUBMITTED BY THE SHERIFF'S OFFICE

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the Criminal Cost Report for the period of September 1, 2012 through August 31, 2013 as submitted by the Belmont County Sheriff's Office per Ohio Revised Code 311.16.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE ESTIMATE FROM HARRIS COMPUTER SYSTEMS FOR AN UPGRADE TO THE COUNTY'S ACCOUNTING SOFTWARE

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the estimate from Harris Computer Systems in the amount of \$3,525.00 for an upgrade to the county's accounting software that will allow single entry of invoices and provide improved cost tracking and reporting.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE MOTOROLA SOLUTIONS CHANGE ORDER NO. 1 FOR THE BELMONT CO. 911 PROJECT 25 DIGITAL RADIO COMMUNICATIONS SYSTEM

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Motorola Solutions Change Order No. 1 for the Belmont County 911 Project 25 Digital Radio Communications System to modify the contractual payment terms from a capital purchase to a Motorola Credit Corporation (MCC) lease; Contract # 00068101; Contract Date: June 27, 2013.

MOTOROLA SOLUTIONS CHANGE ORDER (#01)

Change Order No. 01
Date: 09/16/2013
Project Name: Project 25 Digital Radio Communications System
Customer Name: Belmont County, Ohio
Customer Project Mgr: Bryan Minder, Interim Director

The purpose of this Change Order is to:

Change Order #01 between Motorola Solutions and Belmont County, OH is to modify the contractual payment terms from a capital purchase to a Motorola Credit Corporation (MCC) lease.

Contract # 00068101 **Contract Date:** June 27, 2013

In accordance with the terms and conditions of the contract identified above between First Group America and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	\$4,400,000
Previous Change Order amounts for Change Order Numbers 0 through 0	N/A
This Change Order	\$ 0.00
New Contract Value:	\$4,400,000

Completion Date Adjustments

Original Completion Date:	August 29, 2014
Current Completion Date prior to this Change Order:	August 29, 2014
New Completion Date:	August 29, 2014

Changes in Equipment: (additions, deletions or modifications)

N/A

Changes in Services: (additions, deletions or modifications)

N/A

Schedule Changes: (describe change or N/A)

N/A

Pricing Changes: (describe change or N/A)

N/A

Customer Responsibilities: (describe change or N/A)

N/A

Payment Schedule for this Change Order

(describe new payment terms applicable to this change order)

The amended payment terms resulting from this change order are:
 \$800,000.00 Due immediately upon execution of this Change Order
 \$3,600,000 Financed through executed MCC lease
 (lease payments scheduled in the lease documentation)

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.
 By: Ryan Vaillancourt /s/

Belmont County, Ohio
 By: Ginny Favede /s/ Matt Coffland /s/ Charles R. Probst, Jr. /s/

Printed Name: Ryan Vaillancourt

Printed Name: Ginny Favede, Matt Coffland, Charles R. Probst, Jr.

Title: Regional Services Manager

Title: Belmont County Commissioners

Date: September 16, 2013

Date: 9/25/13

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SURVEY AUTHORIZATION FOR PVR MARCELLUS GAS GATHERING, LLC/BCSSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Survey Authorization for PVR Marcellus Gas Gathering, LLC, granting approval to enter upon Belmont County Sanitary Sewer District #3 property in order to conduct survey work for a proposed transmission line, based upon the recommendation of Mark Esposito, Director, BCSSD.

PVR PARTNERS

SURVEY AUTHORIZATION

I/we, hereby give to PVR MARCELLUS GAS GATHERING, LLC, its affiliates, agents employees and contractors, the limited permission to enter my/our property only for the purpose of making a civil, cultural resource, and environmental survey, expressly subject to the condition that I am/we are paid for any and all damages to property or crops that may be directly caused by such activities. All operations under this Survey Authorization shall be conducted by PVR's agents or contractors at its sole expense and risk, in a proper and workmanlike manner, and in accordance with all applicable laws and regulations, whether federal, state, county or local. PVR assumes all risks and liability and shall indemnify the owners of the surveyed lands against and save it harmless from any and all liability, claims, demands, actions, cause of action, loss, damage, and expenses resulting from personal injury or damage that may be asserted by any person or entity to the extent resulting from the surveys performed.

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

Re: Belmont County Sewer District #3
Belmont, OH
32-03966.001, 32-03965.000, 32-03965.001, 32-03964.000,
ROW ID: 85.2, 85.3, 88.2, 89

Date: _____

Address if different from above: _____

Telephone: _____ Email: _____

Approved as to form:
David K. Liberati /s/
Belmont County Assistant
Prosecutor
9-11-13
Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION DESIGNATING REPRESENTATIVE OF BOARD OF COMMISSIONERS ON THE COUNTY SUB-COMMITTEE FOR ISSUE II, ROUND 28 PROJECTS/ENGINEER'S

RESOLUTION

Resolution authorizing Commissioner Probst to represent the Belmont County Board of Commissioners on the County Sub-Committee for Issue II, Round 28, Projects.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the foregoing Resolution.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING APPLICATION FOR USE OF MUNICIPAL STREET FUNDS/VILLAGE OF FLUSHING

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Village of Flushing's application in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$ 24,945.00, based upon the recommendation of Belmont County Engineer, Fred Bennett, for proposed improvements to the following:

- Spring Street-2 inches of asphalt
- Stratton Lane-chip and seal with MC-70

The estimated cost is \$ 24,945.00, all of which will be from the vehicle license tax fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REPAYMENT OF MONEY DONATED BY THE BELMONT CO. TOURISM COUNCIL FOR THE BELMONT CO. SHERIFF'S RESIDENCE PROJECT-ODOT GRANT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the repayment of \$26,952.81 donated by the Belmont County Tourism Council on 12/13/12 as additional matching funds for the Belmont County Sheriff's Residence Project-ODOT Grant.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A VENDOR AGREEMENT
WITH BRIDGEPORT GAS FOR PROVIDING GASOLINE TO
TITLE XIX ELIGIBLE PERSONS/BCDJFS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a Vendor Agreement with Bridgeport Gas, on behalf of the Belmont County Department of Job and Family Services, in the maximum amount of \$12,000.00 for the purpose of providing gasoline to Title XIX eligible persons who have medical appointments outside the local area, effective October 2, 2013 through June 30, 2014.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide gasoline is made and entered into this 25th day of September, 2013 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Bridgeport Gas, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from Oct. 1, 2013 through June 30, 2014 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$ 12,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 25th day of September, 2013.

Signature Lisa Fijalkowski /s/ Signature _____
 Dept. of Job and Family Services Provider Signature

Belmont County Department of Job and Family Services
 Division of Social Services
 310 Fox-Shannon Place
 St. Clairsville, Ohio 43950
 (740) 695-1074

Date 9/23/13 Date _____
 Signature Matt Coffland /s/ Date 9/25/13
 Signature Charles R. Probst, Jr. /s/ Date 9/25/13
 Signature Ginny Favede /s/ Date 9/25/13

Belmont County Commissioners
 Approved as to form David K. Liberati /s/ Date 9/25/13
 Prosecutor (Assistant)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A GRANT AGREEMENT
WITH OHIO DEVELOPMENT SERVICES AGENCY FOR THE CDBG PROGRAM**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a grant agreement with the Ohio Development Services Agency for the Community Development Block Grant (CDBG) program, Grant Number B-F-13-1AG-1, in the amount of \$190,000.00 for the period beginning September 1, 2013 through February 28, 2015.

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

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

F.T.I. Number: 34600236

Grant Number: B-F-13-1AG-1

This Grant Agreement (the "Agreement") is made and entered into by and between the **Ohio Development Services Agency**, 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, 2013** and ending **February 28, 2015** (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 **\$190,000.00** ("Grant Funds"), for the sole and express purpose of providing for the performance of the **Community Development Block Grant Program (CDBG)**, 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. Property and Equipment Purchases. All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Public Records. Grantee acknowledges that Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

26. Miscellaneous.

- a. **Governing Law.** 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.** Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of Agreement.
- 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 the case of Grantor, to:
Ohio Development Services Agency
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, Courthouse
St. Clairsville, Ohio 43950-1264
Attn: Ginny Favede, President
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither 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:

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

GRANTOR:
State of Ohio
Department Services Agency
David Goodman, Director

By : Ginny Favede /s/
Printed Name: Ginny Favede
Title: President
Date: 9/25/13

By: _____
Printed Name: _____
Title: _____
Date: _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING A SUBORDINATION OF MORTGAGE AGREEMENT IN REGARD TO PROPERTY OWNED BY DANIEL T. SAKO/BELOMAR

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign a subordination of mortgage agreement in the amount of \$46,200.00 in regard to property owned by Daniel T. Sako, 1126 Howard St., Bridgeport, based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that Huntington Bank, Inc. of 325 Main Street, Bridgeport, Ohio, shall loan the sum of **\$46,200.00** to **Daniel T. Sako**, Divorced, of 1126 Howard Street, Bridgeport, Ohio, upon the security of a mortgage recorded in Official Record Volume _____, Pages _____, upon the following real property:

See Attached Exhibit A.

The undersigned, Charles R. Probst, Jr., Matt Coffland, and Ginny Favede, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said Huntington Bank of 325 Main Street, Bridgeport, Ohio, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of Mortgages thereon, dated December 11, 2007 and July 22, 2008, executed and delivered to the Belmont County Recorder, by said **Daniel T. Sako**, and recorded in Volume 134, at Pages 831-834 and Volume 164, Page 345-347, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages Huntington Bank is now the owner and holder.

Charles R. Probst, Jr., Matt Coffland and Ginny Favede, Belmont County Commissioners, have caused their names to be subscribed hereto this 25th day of SEPTEMBER, 2013.

Belmont County Commissioners:
By: Ginny Favede /s/
Ginny Favede
Matt Coffland /s/
Matt Coffland
Charles R. Probst, Jr. /s/
Charles R. Probst, Jr.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AN ADDENDUM TO THE BELMONT COUNTY WATER & SEWER JOB CLASSIFICATION HANDBOOK

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve an addendum to the Belmont County Water & Sewer Job Classification Handbook to update the existing job classification for both the Distribution Manager and the Project Manager positions.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CREATION OF FOUR JOB CLASSIFICATIONS FOR THE BELMONT CO. WATER AND SEWER DISTRICT

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the creation of the following four (4) job classifications for the Belmont County Water and Sewer District: Executive Assistant; Crew Leader; Wastewater Plant Manager; Water Treatment Plant Manager.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Mike Bianconi said he wanted to enlighten the board and take the monkey off their back in reference to the MARCS radio system. He is on the 911 Board and has had several long discussions with Mr. Anderson about the radios and the way the county is going, and he talked to Alan Ketzell, Board President. Mr. Bianconi said he doesn't want it to come back that the three county commissioners took them out of the MARCS system; we (911Board) weren't able to participate. He doesn't know if the MARCS system is good or not, but he thinks the more people we have sitting in the same room and everybody hears it; it will take the burden off the commissioners. Mr. Bianconi wants the commissioners and the 911 Board making the decision. Mr. Probst said, "It was relayed to us Mike, and I think you'll agree, that once you look at the MARCS system and what their plans are for the future, there are some hidden costs that are associated with that, that is going to come back on the county. Not now, but in the future. So what seems like a good deal now, is not going to be a good deal in the future. So that's why we opted out. It wasn't fair to the taxpayers also to just pass a levy for the upgrade of their system and what the taxpayer would have to understand is, if we would have went with MARCS, part of our system that they are paying for, is going to be turned over to the State of Ohio. I don't want to speak for Matt and Ginny, but we didn't think that was fair either." Mr. Bianconi said, "He (Mr. Anderson) touched base on that and he just told me that's not true." Mr. Probst said, "He called you?" Mr. Bianconi said, "Yes." Mr. Bianconi said, "Yes he called me. He called our fire, my fire chief, Matt Otto, who actually told me that he was going to call me. And I said Matt I am not on the board anymore, and he called us because we're programming some of our radios in Wolfhurst. I think it's better, I just don't want, you as a board don't want everyone to say, well I could say it, 'you guys did it'. You know what I am saying? That's not what you should be putting yourselves in position. You should say, 'you guys and the 911 Board and everyone agreed to this.'" He advised there is a meeting that is going to be scheduled with the police and fire chiefs, etc.

Mrs. Favede asked, "Who is he that is coming to Belmont County?" Mr. Bianconi and Mr. Probst advised it is Darryl Anderson. Mrs. Favede said, "Well I guess I am just a little shocked because last week I got a phone call from CCAO because they are getting pressure from the Governor's office because they Governor's office isn't happy that Belmont County isn't hopping on board." Mrs. Favede said, "look at the trail of what is coming. This isn't about Belmont County; it's about the state wanting what we asked the taxpayers to fund Mike. I mean when you get a phone call that someone in the Governor's office is upset because we are not doing what they want. I mean let me just tell you about how many things I am upset with that the state is not doing for local government funds. But I am just telling you that the bottom line is that our taxpayers, who voted to support a levy, and the agreement was that they would pay for it, and then we were on the hook for turning it over to the state to own. And I am sorry, but I think that's inappropriate and disingenuous to the taxpayers that are going to pay for that. And if we would have known that prior to the levy and could have included that potential in the levy, that would have been an honest way to go. But the truth of it is, that was not part of it and it came after the fact. After the voters already agreed to pay for something, then we were tasked with saying, ok well we're going to take your money and buy it and then we are going to give it to the state for a couple of years. We are not even going to own it." Mr. Bianconi said, "He just told me two days ago that that part isn't true. Now I don't know. "I'm not saying you made a wrong decision; I'm just telling you the truth, to take the monkey off your back and say it wasn't your decision; that you brought more people into it."

10:30 Public Hearing-Road Name Change-Warren Township

Present for the hearing were Ruth Graham, Engineer's Drafting Technician and Robert DeFrank of The Times-Leader. Ruth reviewed aerial maps of the property. It shows structures but they do not have an address because they are dilapidated buildings. The owners plan on building. A little township road has never been named. When he builds, they will need to come up with a road name. He went to the Warren Township Trustees and asked if the name he chose was available. The trustees said yes. Ruth also spoke with 911 and there was no other road named Wood Duck Roost Road. There is no cul-de-sac, so the Engineer and the Prosecutor's Office created an easement for a turnaround for the township trustees so they are not trespassing on private property. This has document is getting signed and notarized. When it comes in, it will be recorded in the Recorder's Office.

**IN THE MATTER OF ADOPTING THE RESOLUTION
TO CHANGE THE NAME OF WARREN TOWNSHIP ROAD 1545
TO WOOD DUCK ROOST ROAD, WARREN TOWNSHIP SEC 26, T8, R6**

Motion made by Commissioner Favede, seconded by Commissioner Coffland to adopt the following:

**RESOLUTION TO CHANGE THE NAME
OF WARREN TOWNSHIP ROAD 1545
TO WOOD DUCK ROOST ROAD, WARREN TOWNSHIP SEC 26, T8, R6**

WHEREAS, a resident has submitted a request to change the name of Warren Township Road 1545 from to Wood Duck Roost Road; and
WHEREAS, the Board of County Commissioners are empowered under Ohio Revised Code Section 5541.04 to change the name of a county or township road upon hearing and upon being satisfied that there is good cause for such and that it will not be detrimental to the general interest; and

WHEREAS, a public hearing has been held on September 25, 2013, to determine sufficient merit and all parties are in agreement with the proposed road name change to officially establish and record the road name for Warren Township Road 1545.

NOW, THEREFORE BE IT RESOLVED, the Belmont County Board of Commissioners declare that pursuant to Ohio Revised Code 5541.04, the name of Warren Township Road 1545, located in Section 26, T-8, R-6, shall be changed from to Wood Duck Roost Road, based upon the recommendation of the Warren Township Trustees and Belmont County Engineer Fred Bennett.

Upon roll call the vote was as follows:

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

Adopted this 25th day of September, 2013.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:50 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:10 A.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF AUTHORIZING
THE HIRING OF MR. ED DUKE AS PART TIME EMPLOYEE
FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/SENIOR SERVICES PROGRAM**

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Interim Director of the Belmont County Department of Job and Family Services (BCDJFS) the authority to hire Mr. Ed Duke as a part time employee for the BCDJFS Senior Services Unit. Mr. Duke will be compensated in accordance with the appropriate pay schedule for his position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING
OF E. ROBERTA (BOBBEE) BRANDON AS A FULL-
TIME HOUSEKEEPING EMPLOYEE/
BUILDINGS AND GROUNDS DEPARTMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of E. Roberta (Bobbee) Brandon as a full-time housekeeping employee for the Belmont County Buildings & Grounds Dept. at the rate of \$8.87 per hour beginning Monday, September 30, 2013, based upon the recommendation of Jack Regis, Belmont County Buildings and Grounds/Facilities Manager.

Note: This is to fill a vacancy due to a resignation.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: SPECTRA ENERGY PROPOSED COMPRESSOR STATION – Mr. Probst announced to those present that he encourages everyone to attend a meeting that Spectra Energy is putting on in Colerain Township. There is going to be a 30 inch pipeline running through Colerain Township and also it has been learned that a proposed compressor station is planned in Colerain Township just off of Grange Hall Road at Colerain-Mt. Pleasant Road. Once the Commissioners started asking questions about this compressor station, which was supposed to go in Mt. Pleasant, but because of public outcry and other reasons; it was decided not to put it there. The proposed site has been moved to Colerain Township. He said this was not known by many residents of Colerain including himself. The abutting landowners were informed, but that was only four (4) people. The board met with Spectra Energy last week and in talking with them advised them they felt it important that they hold some type of information meeting. They did have one last week at the J.B. Martin Center, but if you look at the correspondence Spectra was putting out, the people in Colerain had no idea that this meeting also involved the pipeline compressor station in Colerain Township. The correspondence did not say that. To be fair to everyone and so everyone can voice their opinions or objections, we have worked with Spectra to set up this informational meeting. They were calling these meetings Open House meetings. Mr. Probst asked

them to change it from Open House to Informational. Mr. Probst said Open House is when you celebrate something in his eyes. This meeting will be held October 9 from 5:00-7:00 p.m. They are trying to get the Colerain Social Hall that the Fire Department owns which was previously the old Hilltop School site. A couple of their engineers are to be there and a person that is going to be running this compressor station to answer any and all questions. We want to get the word out to everybody in Colerain Township and anyone else who wants to come to listen to this.

Mrs. Favede said the important issue that needs to be addressed is we've talked about oil and gas for so long. We've also talked about the fact that it is coming in layers. This is another layer of it. The first round is people making profits and collecting huge checks, landowners getting money for their property and business are prospering. This is the second layer; the infrastructure that is coming through. Part of the infrastructure is going to be the pipeline that is to be layed along with the compressor stations. Mrs. Favede was told these stations could be just 10 miles apart. There are numerous companies in the county. The public needs to take an interest in this as there is not just going to be one compressor station.

Mr. Probst noted this is a huge 30 inch pipeline plus the compressor station. He said we want to make sure the emergency responders are aware, which they are not at this time. They had no idea where this was going to go. It may seem like it is going in a remote area, it is, but it isn't. Where this is located there are residential homes nearby. They say they will be one-half mile away from any structure, but there is more to it than just this. Some of the questions Mr. Probst asked were about the noise issues. When they are performing maintenance on the compressor station that is when all the noise happens. For 7 to 8 seconds, according to what they said last week, it is a horrible noise when they let the pressure off. Then it is noisy for the next 2 to 3 hours. They said that during normal operations it runs at the noise level comparable to a dishwasher.

BREAK

10:30 RECONVENE MONDAY, SEPTEMBER 30, 2013. ALL COMMISSIONERS PRESENT.

IN THE MATTER OF HOLDING A TOWN HALL MEETING IN MARTINS FERRY ON OCTOBER 2, 2013

Motion made by Mrs. Favede, seconded by Mr. Coffland to hold a Town Hall meeting on Wednesday, October 2, 2013 at 5:00 p.m. in the Council Chambers at the Martins Ferry City Building and to notify media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE GRANT AWARD AND ACCEPTANCE FORM FOR THE PROSECUTOR'S VICTIM WITNESS PROGRAM

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and authorize Commission President Ginny Favede to sign the Grant Award and Acceptance Form for the Prosecutor's Victim Witness Assistance Program for the period of October 1, 2013 through September 30, 2014 as follows:

State Grant No. 2014VAGENE034 Project Total-\$ 40,573.00
State Grant No. 2014SAGENE034 Project Total-\$ 6,640.00

Upon roll call the vote was as follows:

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

BREAK

RECONVENED OCTOBER 1, 2013. PRESENT: COMMISSIONERS FAVEDE AND COFFLAND. ABSENT: COMMISSIONER PROBST.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:00 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:04 P.M.

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:05 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 1:05 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd day of October, 2013.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK