

St. Clairsville, Ohio

September 5, 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-AT&T	Fax line-Magistrate/General Fund	74.30
A-Cardmember Services	Travel expenses-Commissioners/General Fund	212.64
A-Casey Kelley	Website maintenance-Treasurer/General Fund	205.40
A & S-Craig Allen	Guardian Ad Litem fees/General Fund & Comm. Pleas Ct. Gen. Sp. Proj.	895.00
A-Crystal Springs	Water-Treasurer/General Fund	17.99
A-Draft-Co., Inc.	Web Hosting-GIS Projects/General Fund	500.00
A-Draft-Co., Inc.	Fire District Mapping-GIS Projects/General Fund	500.50
A-Galls	Pepper spray/General Fund	71.86
A-Janet Krulock	Appearance fee/General Fund	320.00
A-Linton D. Lewis	Mileage reimb. for visiting Judge/General Fund	115.20
A-Ohio Judicial Conference	Registration-Judge Sargus/General Fund	300.00
A-Quill Corporation	Supplies/General Fund	448.23
A-Riesbeck Food Markets	Food for jurors/General Fund	13.98
A-Shutek Court Reporting	Appearance Fee/General Fund	160.00
P-American Electric Power	Misc. Utilities/Oakview Admn. Bldg. Fund	2,547.24
P-American Electric Power	Services/WWS #3 Revenue Fund	53,449.23
P-ERB Electric	Services/WWS #3 Revenue Fund	814.38
P-The Times-Leader	Subscription/Special Emergency Planning Fund-LEPC	170.40
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,120.00
S-Crystal Springs	Water/Eastern Court General Special Projects Fund	41.48
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-Sam's Club	Food & supplies/Oakview Juvenile Residential Center Fund	537.34
S-TSG	Offsite backup/Eastern Div. Court Computer Fund	236.00

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 September 5, 2012 as follow:

FUND	AMOUNT
A-GENERAL	\$87,156.01
A-GENERAL/EMA	\$616.26
A-GENERAL/JUVENILE COURT	\$86.00
A-GENERAL/SHERIFF	\$4,527.25
A-GENERAL/911	\$8,778.40
H-Job & Family, WIA	\$86,005.78
K-Engineer MVGT	\$13,430.64; \$776.31
M-Juvenile Ct. – Placement II	\$1,870.00
M-Juvenile Ct. Title IV-E Reimb.	\$201.59
M-Juvenile Ct. Truant Officer Grant	\$930.00
S-Certificate of Title Admn. Fund	\$423.97
S-Clerk of Courts Computer Fund	\$5,898.20
S-District Detention Home	\$5,430.97
S-Job & Family, Children Services	\$25,526.60
S-Job & Family, Senior Program	\$11,501.99
S-Oakview Juvenile Residential Center	\$5,835.62
S-Sheriff Commissary	\$50.06
S-Western Ct. General Special Projects	\$1,298.48

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR
DISASTER SERVICES (EMA)/GENERAL FUND A00

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

FROM	TO	AMOUNT
<i>Commissioners</i>	<i>Disaster Services (EMA)</i>	
E-0051-A001-A28.000 Other Expenses	E-0054-A006-F03.000 Utilities	\$7,200.00
E-0051-A001-A28.000 Other Expenses	E-0054-A006-F07.000 Other Expenses	\$2,800.00

Note: Partial payment of EMA's Supplemental Budget request dated 08/14/12.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND
FOR COMMISSIONERS/GENERAL FUND A00**

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

FROM	TO	AMOUNT
E-0051-A001-A13.000 Postage	E-0051-A001-A16.000 Indigent Burial Exp	\$12,300.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND
FOR PROBATE COURT/GENERAL FUND A00**

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

FROM	TO	AMOUNT
<i>Commissioners</i> E-0051-A001-A28.000 Other Expenses	<i>Probate Court</i> E-0081-A002-D02.002 Salaries-Employees	\$17,000.00

Note: Partial payment of Judge Costine's Supplemental Budget Request dated 07/24/12.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
MAINTENANCE AND OPERATION/GENERAL FUND A00**

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

FROM	TO	AMOUNT
E-0055-A004-B14.011 Contracts-Services	E-0055-A004-B06.000 Jail Maint./Oper.	\$ 3,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
COMMISSIONERS/GENERAL FUND A00**

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

FROM	TO	AMOUNT
<i>9-1-1</i> E-0056-A006-E10.005 Medicare	<i>Commissioners</i> E-0051-A001-A28.000 Other Expenses	\$ 8,000.00

Note: To adjust original appropriation for incorrect/inactive account (no YTD expenditures).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE PROBATE COURT/GENERAL FUND A00**

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

FROM	TO	AMOUNT
E-0081-A002-D11.004 Worker's Comp	E-0080-A002-D01.001 Salary-Official	\$ 32.00
E-0081-A002-D11.004 Worker's Comp	E-0081-A002-D02.002 Salaries-Employees	\$1, 613.92

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE TREASURER/GENERAL FUND A00**

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

FROM	TO	AMOUNT
E-0141-A001-C04.012 Equipment	E-0141-A001-C07.000 Travel	\$ 1, 465.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND
FOR SHERIFF/GENERAL FUND A00**

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

FROM	TO	AMOUNT
<i>Miscellaneous</i> E-0257-A017-A00.000 Contingencies	<i>Sheriff</i> E-0131-A006-A12.000 Travel (Gasoline)	\$15,000.00

Note: Partial payment of the Sheriff's Supplemental Budget request dated 08/21/12.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE JOB & FAMILY SERV./WORKFORCE DEVELOPMENT FUND H05

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

FROM	TO	AMOUNT
E-2600-H005-H04.000 Dislocated Work	E-2600-H005-H03.000 Adult	\$ 50,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE OAKVIEW JUVENILE REHAB FUND S30

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

FROM	TO	AMOUNT
E-8010-S30-S40.000 Grant Holding	E-8010-S30-S56.000 Motor Vehicles	\$ 1,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE BEMONT COUNTY GENERAL FUND AND THE EMA HAZARD MITIGATION GRANT P95 FUND

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfer between the Belmont County General Fund and the EMA Hazard Mitigation Grant P95 Fund.

FROM	TO	AMOUNT
<i>General Fund</i> E-0257-A015-A15.074 Transfers Out	<i>EMA Hazard Mitigation Grant P95 Fund</i> R-1725-P095-P04.574 Transfers In	\$ 6,250.00

Note: Required local match for Hazard Mitigation Grant – June 6, 2012 to June 6, 2014.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR THE WAIVED HOSPITALIZATION CHARGEBACKS FOR THE MONTHS OF JUNE, JULY AND AUGUST, 2012

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, 2012.

FROM	GENERAL	TO	AMOUNT
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	6,166.65
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	1,000.00
E-5005-S007-S06.006	BCDJFS SENIOR PROGRAM	R-9891-Y091-Y03.500	1,333.33
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	250.00
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	0.00
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	250.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,416.66
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	750.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	916.66
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,750.00
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	250.00
E-6010-S079-S07.006	COURTS	R-9891-Y091-Y03.500	0.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECT	R-9891-Y091-Y03.500	250.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
		TOTAL	20,583.30

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF AUGUST AND SEPTEMBER, 2012**

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

the Vision Insurance Chargebacks for the months of August and September, 2012.

FROM	TO	AMOUNT
E-0256-A014-A11.006 GENERAL	R-9891-Y091-Y06.500	4,294.62
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y06.500	79.56
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y06.500	131.40
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y06.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y06.500	0.00
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y06.500	27.72
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y06.500	55.44
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y06.500	39.78
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y06.500	391.77
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y06.500	27.72
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y06.500	115.74
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y06.500	55.44
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y06.500	83.16
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y06.500	27.72
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y06.500	55.44
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y06.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y06.500	27.72
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y06.500	55.44
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y06.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y06.500	39.78
E-2223-T077-T01.002 IAP	R-9891-Y091-Y06.500	0.00
E-2230-F082-F01.002 PREP	R-9891-Y091-Y06.500	4.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y06.500	33.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y06.500	3.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y06.500	7.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y06.500	30.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y06.500	0.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y06.500	0.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y06.500	0.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y06.500	36.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y06.500	247.36
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	83.79
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	438.12
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	27.72
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	63.90
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	559.26
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	206.10

E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	109.33
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	371.50
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	91.47
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	71.39
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	15.32
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	6.36
E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	138.60
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	150.66
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	285.66
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	0.00
TOTAL		8,515.71

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF AUGUST AND SEPTEMBER, 2012**

FROM	TO	AMOUNT
E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	15,615.96
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	281.16
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	459.44
E-0400-M060-M75.008 CARE & CUSTODY Sub Abuse	R-9891-Y091-Y07.500	205.76
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	140.58
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	102.88
E-2230-F082-F01.002 PREP	R-9891-Y091-Y07.500	14.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	12.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y07.500	25.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP.	R-9891-Y091-Y07.500	104.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
E-2215-F077-F01.002 REPROD HEALTH & WELL	R-9891-Y091-Y07.500	116.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y07.500	0.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y07.500	0.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	874.26
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y07.500	0.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y07.500	127.00
E-1611-B000-B01.002 AUDITOR CLERK HIRE & SUPP	R-9891-Y091-Y07.500	0.00
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,386.95
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	102.88
E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	497.14
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	205.76

E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	102.88
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	205.76
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y07.500	102.88
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	205.76
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	140.58
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y07.500	0.00
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	286.27
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	1,604.86
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	102.88
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	215.98
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	205.76
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	102.88
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	392.53
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	1,331.76
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	330.41
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	257.45
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	55.44
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	20.68
E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	514.40
E-5005-S070-S06.006 SENIOR SERV. PROGRAM	R-9891-Y091-Y07.500	308.64
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	552.10
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,039.02
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	<u>0.00</u>
TOTAL		28,452.57

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF AUGUST AND SEPTEMBER, 2012**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following transfer of funds for the Express Scripts Chargebacks for the months of August and September, 2012.

FROM	TO	AMOUNT
E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	28,741.24
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	597.72
E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	1,576.04
E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	2,378.11
E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	217.12

E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	625.82
E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	217.12
E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	434.24
E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	0.00
E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	217.12
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y08.500	0.00
E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	298.86
E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y08.500	0.00
E-1815-L005-L15.006 WATERSHED COORD.	R-9891-Y091-Y08.500	0.00
E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	298.86
E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	163.48
E-2410-S066-S80.000 MENTAL RETARDATION	R-9891-Y091-Y08.500	8,907.04
E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	21,026.85
E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	2,209.76
E-2230-F082-F01.002 PREP	R-9891-Y091-Y08.500	23.00
E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	19.00
E-2228-F080-F01.002 HEALTH HOMES	R-9891-Y091-Y08.500	42.00
E-2231-F083-F01.002 PUBLIC HEALTH EM. PREP	R-9891-Y091-Y08.500	173.00
E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	0.00
E-2215-F077-F01.002 REPROD. HEALTH & WELL	R-9891-Y091-Y08.500	192.00
E-2227-F074-F06.000 Home Sewage Treatment Sys	R-9891-Y091-Y08.500	0.00
E-2213-F075-F02.003 Vital Statistics	R-9891-Y091-Y08.500	0.00
E-2218-G000-G06.003 Food Service	R-9891-Y091-Y08.500	0.00
E-2211-F069-F04.000 Trailer Park	R-9891-Y091-Y08.500	211.00
E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	1,450.86
E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	217.12
E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	462.34
E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	298.86
E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	217.12
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	697.65
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	2,364.73
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	564.67
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	440.16
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y08.500	94.42
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	35.18
E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	217.12
E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	434.24
E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	298.86
E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	651.36
E-5005-S070-S06.006 SEN. SERV PROGRAM	R-9891-Y091-Y08.500	5,904.56
E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	964.27
E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	1,982.18
E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	434.24
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	0.00
TOTAL		86,299.32

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE BELMONT COUNTY PORT AUTHORITY FUND S12**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 5, 2012.

E-9799-S012-S020.000 Property Sales/Purchases \$ 729, 434.97

Upon roll call the vote was as follows:

Mr. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	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 September 5, 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 REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION

Motion made by Mr. Coffland, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies CDBG - \$ 95,937.00 paid into R-9702-T022-T01.501 CDBG – Grant FORMULA on September 4, 2012, Draw #151, Grant #B-F-11-1AG-1

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

BCDJFS – Joe Ciappi and Senior Members to travel to Shadyside, OH, on August 30, 2012, to attend a Bellaire Senior Center outing. Joe Ciappi and Senior Members to travel to St. Clairsville, OH, on Sept. 6, 2012, to attend a Bellaire Senior Center outing. Estimated expenses: \$0

ENGINEER – Don Pickenpaugh, GIS Director, to travel to Columbus, OH, on Sept. 18, 2012, to attend The Making Hi Spatial - URISA Conference. Estimated expenses: \$700.00

Don Pickenpaugh, GIS Director, to travel to Perrysburg, OH, on Oct. 11-12, 2012, to attend 2012 Annual Fall Seminar. Estimated expenses: \$600.00

TREASURER – Joseph A. Gaudio to travel to Columbus, OH, on October 4, 2012, to attend Association of Government Accountants conference. Estimated expenses: \$800.00

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Glenn Maxwell of Dixon Hill Road voiced a complaint concerning the danger on Rt. 214 and the lack of centerlines and edgelines. He said he called here 3 years ago about putting lines on the road and Engineer Fred Bennett told him it would be next year because there was no money for the project. Mr. Maxwell said another year has gone by and there are still no lines. He said he thought we could afford to put some lines on the road so people can see. He told the board they are liable for the safety of the people of Belmont County. He said people that don't know that road cross over as there is no center line and there are no outside lines. He wants the board to dig into some kind of fund and get some lines on the road. Mr. Probst said, "I totally agree with you." Mr. Probst said we have some cost estimates. It will cost \$250,000.00 to stripe the county roads, centerline only. Mr. Probst said he has tried in the past and will continue in the future to try to do everything he can to appropriate money and bring up the issue to the County Engineer's Department for that purpose. Mr. Probst said he travels county roads every day and it's impossible to see on the roads at night and when it's raining or foggy. Mrs. Favede said, "Public safety is very important to us, but the roads happen to be the responsibility of the Belmont County Engineer." She said we have spoken to him about potentially purchasing a striping machine. She said knows Mr. Bennett is struggling financially, like every other department and county in the State of Ohio and suggested perhaps a loan could be taken out for him to purchase a vehicle in order to stripe the roads instead of contracting out. Mr. Coffland agreed the roads need not only lined, but paved and bridge repairs. He said our infrastructure is falling apart everywhere. Mr. Coffland advised with the cuts in local funding, the first thing you are going to see it affects are the roadways in the townships and counties.

Richard Hord thanked the board for the Dept. of Job and Family Services Senior Service report last week and said it was well done. He asked if there was a survey taken of the seniors to see how they feel about the changes. Mr. Coffland said he talked to over 300 seniors last week and they are very happy with the changes and he has heard no negative comments.

IN THE MATTER OF ADOPTING A RESOLUTION HONORING THE MARTINS FERRY VOLUNTEER FIRE DEPARTMENT ON ITS 125TH ANNIVERSARY

Motion made by Mr. Probst, seconded by Mr. Coffland to adopt the Resolution honoring the Martins Ferry Volunteer Fire Department on its 125th Anniversary

***RESOLUTION
HONORING THE MARTINS FERRY VOLUNTEER FIRE DEPARTMENT
ON ITS 125TH ANNIVERSARY***

WHEREAS, the Martins Ferry Volunteer Fire Department organized in 1887, consisting of three engine companies and one hook and ladder company; and

WHEREAS, the Martins Ferry Volunteer Fire Department has grown from the original 55 members to around 65 members on the roster in the following years and remains one of the few all volunteer organizations in the city; and

WHEREAS, The Martins Ferry Volunteer Fire Department has come a long way from the days of hand drawn ladder carts, hand drawn hose reels, and horse drawn fire wagons and continues in its constant efforts to upgrade equipment, trucks, training and radio systems in their quest to preserve lives and property; and

WHEREAS, since 1987, the Martins Ferry Volunteer Fire Department and its past, present and honorary members are well known for their outstanding community service above and beyond the critical service of fire protection; and

WHEREAS, it takes special dedication, a strong desire to help others and a tireless sense of community to forsake precious time with family and friends to respond to the alarm that a neighbor is in need; and

WHEREAS, The Martins Ferry Volunteer Fire Department is celebrating 125 years of service to the residents of Martins Ferry and its surrounding communities.

NOW, THEREFORE BE IT RESOLVED that the Board of Belmont County Commissioners does hereby honor this dedicated group of firefighters who share their time, talents and energies on behalf of Belmont County's citizens and congratulate them on reaching this commemorable milestone.

Adopted this 5th day of September, 2012

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER PROJECT 12-4 DEEP RUN ROAD REPAIR (BEL-2-4.54)

Motion made by Mr. Probst, seconded by Mr. Coffland to award the bid for the Belmont County Engineer's Project 12-4 Deep Run Road Repair (BEL-2-4.54) to the low bidder, Ohio-West Virginia Excavating Co., in the amount of \$75,145.00 based upon the recommendation of Fred Bennett, County Engineer.

Note: This project will be funded 75% FEMA, 12.5% OEMA and 12.5% MVGT.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING EXECUTION OF INVOICE #4 FOR WALLER CORP. FOR THE ADAPTIVE REUSE OF THE SHERIFF'S RESIDENCE

Motion made by Mr. Probst, seconded by Mr. Coffland to approve and authorize Commissioner Favede to execute Invoice #4 for Waller Corporation for the Adaptive Reuse of the Belmont County Sheriff's Residence, PID 78794, as follows, based upon the certification of Chambers, Murphy & Burge, Project Architect:

Federal Share (80%)	\$ 90,418.85
Local Share (20%)	22,604.71
Total Due:	\$113,023.56

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING EXECUTION OF PAY APPLICATION NO. 3 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. 3 for Chambers, Murphy & Burge, Ltd., in the total amount of \$ 5,655.75 for construction engineering services on the Historic Sheriff's Residence Adaptive Reuse as follows:

Fed/State Match	\$ 4,524.60
Local Match	1,131.15
Total	\$ 5,655.75

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING A ROADWAY USE AND MAINTENANCE AGREEMENT WITH XTO ENERGY/ENGINEER

Motion made by Mr. Probst, seconded by Mr. Coffland to enter into a Roadway Use Agreement with XTO Energy for the use of County Highway 78 (National Oco Road) beginning at US Route 40 and running north for 0.58 miles to the Bedway Gas Well site, based upon the recommendation of Fred Bennett, County Engineer.

Note: XTO will hire a contractor to widen the road where needed with 4" of blacktop and then resurface the total 0.58 miles with 5.5" of blacktop. Per the County Engineer, it is the policy that if the roadway is upgraded prior to drilling, no bond is required.

BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and XTO Energy, Inc., whose address is 810 Houston Street, Fort Worth, Texas 76102-6298 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county/township roads within Union Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the Bedway Gas Well, including the equipment, facilities, impoundments, and pipelines necessary for the operation of the Bedway Gas Well (hereafter collectively referred to as "oil and gas development site") located in Union Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.58 miles of CR 78 for the purpose of ingress to and egress from the Bedway Gas Well for traffic necessary for the purpose of constructing sites and drilling oil and gas wells, and completion operations at the Bedway Gas Well (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said road as a result of such Drilling Activity; and

WHEREAS, of any county of township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said road to its pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads as mutually agreed to be necessary, prior to the start of Drilling Activity. The areas required to be strengthened and/or upgraded has been determined by an engineer provided by the Operator with the approval of the County Engineer. Operator's engineer has provided a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with recommendations.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 78, to be utilized by Operator hereunder, is that exclusive portion beginning at US 40 and ending on National-Oco Road 0.58 miles north of US 40. It is understood and agreed that the Operator shall not utilize any of the remainder of CR 78 for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for

damages caused by Operator’s Drilling Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents. (See Appendix A)

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroads discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said road and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Drilling Activity shall be identified and thereafter completed by the Operator, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Bond hereby not required for the reasons provided below:

a. The Operator provides a geotechnical analysis of the Route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Route or an Operator and Authority-approved preventative repair plan of the Route is attached to the Agreement as an addendum.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator shall protect, save, indemnify, and hold the Authority, its officials and employees harmless from any liability, claims, damages, penalties, charges, or costs which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Drilling Activity whatsoever.

10. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.

11. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

12. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

13. Agreement shall be governed by the laws of the State of Ohio.

14. This Agreement shall be in effect on _____.

Executed in duplicate on the dates set forth below.

<u>Authority</u>	<u>Operator</u>
By: <u>Charles R. Probst, Jr. /s/</u> Commissioner/Trustee	By: <u>Peter Tunnard /s/</u>
By: <u>Matt Coffland /s/</u> Commissioner/Trustee	Printed name: Peter Tunnard
By: <u>Ginny Favede /s/</u> Commissioner/Trustee	Company Name: XTO Energy, Inc.
By: <u>Fred F. Bennett /s/</u> County Engineer	Title: Manager - Facilities
Dated: <u>02/08/12</u>	Dated: <u>2/6/2012</u>
Approved as to Form: <u>David K. Liberati, Assistant /s/</u> County Prosecutor	

Appendix A

Operator shall:

- 1) Provide for videotaping of the road prior to Drilling Activity.
- 2) Provide an engineering report detailing pavement thickness and composition, base thickness and composition, and subgrade composition, as and if reasonably determinable. Engineering report to also provide an analysis of conditions along with a recommendation, if mutually agreed to be necessary, for upgrading roadway to handle anticipated Drilling Activity.
- 3) Upgrade CR 78 in accordance with the attached plans. (Hammontree Plan’s Attached Hereto.)
- 4) Maintain CR 78 during Drilling Activities for those damages caused by said Drilling Activities.

Authority shall:

- 1) Provide for minor maintenance of the road during the Drilling Activity for damages not caused by said Drilling Activity. For any work that is to be reimbursed by the Operator to the Authority, Authority agrees to give 24 hour prior notice to the Operator (or agrees to notify Operator when maintenance is needed).
- 2) Provide for maintenance of the roadway and bridges for damages not caused by the Drilling Activity at the Authority’s cost and expense, including snow/ice control, mowing, etc.

Upon roll call the vote was as follows:

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

IN THE MATTER OF SIGNING AND SUBMITTING THE GRANT AGREEMENT FOR THE HAZARD MITIGATION GRANT PROGRAM/EMA

Motion made by Mr. Probst, seconded by Mr. Coffland to sign and submit the Grant Agreement for the Hazard Mitigation Grant Program (CFDA 97.039), FEMA-DR-4002-OH Declared July 13, 2011, in the amount of \$25,000.00, effective June 6, 2012 through June 6, 2014 per the request of Dave Ivan, Belmont County EMA Director; local match in the amount of \$6,250.00 to come from the General Fund.

**FEMA-DR-4002-OH
DECLARED (7/13/2011)
(7% HMGP PLANNING GRANT)**

This Grant Agreement (the “Agreement”) is made and entered into by, and between, the State of Ohio, Department of Public Safety, Ohio Emergency Management Agency, located at 2855 West Dublin-Granville Road, Columbus, Ohio 43235-2712 (herein referred to as the “Grantee”); and, the Belmont County Emergency Management Agency, Belmont County, located at 68329 Bannock Road, St. Clairsville, Ohio 43950 (herein referred to as the “Sub-grantee”).

The purpose of this Agreement is to provide financial assistance from Sub-Grantor to Sub-Grantee for the development of an all-natural hazards mitigation plan for cost-effective hazard mitigation activities that complement a comprehensive mitigation program and reduce injuries, loss of life, and damage and destruction of property.

This agreement will be in effect for the period beginning **June 6, 2012** and **June 6, 2014**.

1. Pursuant to section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 United States Code 5121, et, seq., as amended, and 44 Code of Federal Regulations Part 206 local governments are required to develop an all-natural hazards plan as a prerequisite for receiving Hazard Mitigation Grant Program funding for project development.
2. Pursuant to the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC 5121, et. seq. ("Stafford Act") as amended, the Federal Emergency Management Agency ("FEMA") has been authorized by Congress to make grants to states to mitigate natural disasters. The Ohio Emergency Management Agency ("Ohio EMA"), has received grant funds for that purpose.
3. The Ohio Emergency Management Agency has been designated as the Grantee to receive, administer, and disburse FEMA mitigation funds for local government mitigation activities in areas of Ohio and to provide technical assistance with the Hazard Mitigation Grant Program (HMGP). The HMGP is authorized by Section 404 of the Stafford Act, Public Law 93-288. Grantee shall monitor and evaluate the implementation of mitigation activities and control the disbursement of HMGP funds from FEMA.
4. The Belmont County Emergency Management Agency is the Sub-grantee and has submitted an application, which is incorporated herein by reference, to the Grantee setting forth a list of activities (herein referred to individually as "Plan"). The Grantee and FEMA have approved the development of an All Natural Hazards Plan along with any exceptions that have been made prior to signing of this agreement. The Sub-grantee agrees to complete the PLAN within two years of FEMA approval, unless a time extension is granted by the Grantee.
5. Sub-grantee shall participate in the development of, and shall coordinate and monitor the implementation of the local hazard mitigation measures; and shall regulate and control development within hazardous areas.
6. Sub-grantee has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state mitigation funds. The financial management system must comply with 44 Code of Federal Regulations (CFR) Part 13, OMB Circular A-87, and Auditor of State Bulletin 99-05.
7. Sub-Grantee hereby agrees that the grant funds shall be used solely for undertaking and completing an all-natural hazards mitigation plan and that the expenditure of grant funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation, as appropriate, evidencing the actual costs incurred by Sub-Grantee. Costs incurred prior to the complete execution of this Agreement are not allowable, unless specifically authorized by Sub-Grantor. Only those costs, which are allowable as defined in 44 CFR Part 13, Part 206 and OMB Circular A-87, will be paid:

All funds received by Sub-Grantee pursuant to this Agreement shall be deposited in a separate, non-interest bearing account specifically designated for this Project or accounted for separately by Sub-Grantee

- a. This Grant Agreement in the amount of **\$ 25,000.00** ("Funds") will serve as the contract between the Grantee, Ohio EMA and the Sub-grantee, the Belmont County Emergency Management Agency for the purpose of the approved project. This grant amount represents the total Federal and State share of the cost of the Project plus an administrative allowance as described below.
 - b.

Total estimated cost of the mitigation project is	\$	25,000.00
Total HMGP contribution is:	\$	18,750.00
Total State of Ohio contribution is:	\$	0.00
Local contribution:	\$	6,250.00
 - c. Sub-grantee agrees to provide the necessary local cost share as required by 44 CFR Part 13.24 and the funding will be available within the specified period of time for completion of the Projects. Documentation of the use of the local cost share is required.
 - d. Obligations of Grantee are subject to provisions of Section 126.07 of the Ohio Revised Code.
 - e. In the event that the Project does not become operational and/or is abandoned, no further funds shall be paid by Sub-Grantor to Sub-Grantee, except those already obligated by Sub-Grantee and for which Sub-Grantee has submitted a request to Sub-Grantor for reimbursement.
 - f. In the event there are unused Project funds, Sub-Grantee shall return the funds to Sub-Grantor within sixty (60) days of the termination of the grant or the completion of the plan, whichever is earlier.
 - g. Sub-Grantee shall administer the Project throughout the term of this Agreement. The Authorized Representative shall submit quarterly financial and narrative progress reports to the State Hazard Mitigation Officer as outlined, within fifteen (15) days following the end of each calendar quarter.

January – March	Due April 15
April – June	Due July 15
July – September	Due October 15
October – December	Due January 15

Sub-Grantee shall submit a final financial and narrative report to the State Hazard Mitigation Officer within thirty (30) days prior to the expiration of the grant or within thirty (30) days after completion of the all-natural hazards mitigation plan, whichever is earlier. Quarterly and final reports shall include the status of the Project, estimated completion date, and expenditures to date.

Failure to provide the required reports will result in suspension of grant funds until the required reports are provided and approved by the Grantee.
 - h. Sub-Grantee shall maintain, for at least three (3) years from the date of completion or abandonment of the Project, or from the date of termination of this Agreement, all records pertaining to the project, including, but not limited to, contracts, invoices, vouchers, paid receipts, and other supporting documentation.
 - i. Sub-Grantee shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, codes, and standards, including, but not limited to, policies and guidelines established by the Mitigation Branch of the Ohio Emergency Management Agency, 44 Code of Federal Regulations Part 13 Section 206, and Office of Management and Budget Circular A-87.
8. Obligations are to be met by the Sub-Grantor for the payment of grant funds.
- a. Upon receipt of a fully-executed Agreement, Notice of Award, Notice of Authorized Agent, Internal Revenue Service form W-9 and a list of all persons participating as Core Group members with their associated agency or company the Sub-Grantor shall advance 10% of its share of the total project cost to Sub-Grantee to allow Sub-Grantee to start the Project.
 - b. Upon receipt of a completed hazard identification, risk assessment, hazard profile and analysis, loss estimate, problem identification, established goals and action plans, analysis, which is accepted by the Mitigation Branch of the Ohio Emergency Management Agency and which has been forwarded to the Federal Insurance and Mitigation Administration Region V, Sub-Grantee shall be entitled to reimbursement of 40% of Sub-Grantor's share of the total project cost. Payment shall be issued as reimbursement for actual expenses and is contingent upon receipt of quarterly financial and narrative reports and demonstration of the local matching share.
 - c. Upon receipt of a draft all-natural hazards mitigation plan which has incorporated all reviewer comments on the document previously provided, which is accepted by the Mitigation Branch of the Ohio Emergency Management Agency and which has been forwarded to the Federal Insurance and Mitigation Administration Region V, Sub-Grantee shall be entitled to reimbursement of 25% of Sub-Grantor's share of the total project cost. Payment shall be issued as reimbursement for actual

expenses and is contingent upon receipt of quarterly financial and narrative reports and demonstration of the local matching share.

- d. Upon receipt of a final and adopted all-natural hazards mitigation plan, which has incorporated all reviewer comments on the documents previously provided and which is accepted by the Mitigation Branch of the Ohio Emergency Management Agency the Mitigation Branch will forward the final plan to the Federal Emergency Management Agency for approval. Upon FEMA approval, the Sub-Grantee must update the State of Ohio Mitigation Web Portal with all relevant information from the new or updated local hazard mitigation plan. Sub-Grantee shall be entitled to reimbursement of the final 25% of Sub-Grantor's share of the total project cost after the plan is approved by FEMA and the State Hazard Analysis Resource and Planning Portal (Mitigation Branch Website) has been updated with pertinent information from the updated plan. Payment shall be issued as reimbursement for actual expenses and is contingent upon receipt of quarterly financial and narrative reports and demonstration of the local matching share.
9. To the extent permitted by law, Sub-Grantee agrees to be responsible for any and all liabilities or claims caused by or resulting from Sub-Grantee's completion of the Project and under this Agreement. Nothing in this Agreement shall be construed as an assumption of liability by either the Ohio Emergency Management Agency or the Federal Emergency Management Agency.
10. In the event Sub-Grantee fails to utilize the funds granted under this Agreement for the purpose set forth in the Project and in accordance with the terms and conditions of this Agreement, Sub-Grantee shall be in default. In such an event, Sub-Grantor may (a) withhold further payment of funds to Sub-Grantee and/or (b) require Sub-Grantee to reimburse all or any portion of the funds granted to Sub-Grantee under this Agreement and/or (c) terminate the Agreement. Each remedy herein conferred upon or reserved by Sub-Grantor is intended to be exclusive of any other available remedy existing in law or in equity. Delay or omission to exercise any right or option accruing to Sub-Grantor upon any default by Sub-Grantee shall not impair any such option and shall not be construed as a waiver thereof by Sub-Grantor.
11. Any notices, requests or other communications required by or given under this Agreement and/or relating to the Project shall be in writing and addressed to the following individuals:
In the case of Sub-Grantee:
Name Dave Ivan, EMA Director.
Address Authorized Agent
68329 Bannock Road.
St. Clairsville, Ohio 43950.
Telephone: (740) 695-5984.
Facsimile: (740) 695-6154.
E-Mail: ema@belcc.com.
12. Miscellaneous Provisions.
 - a. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested change(s) and the justification for the change. All amendments or modifications shall be set forth in a written addendum, executed by the parties.
 - b. This Agreement and any documents referred to herein and attached hereto constitute the complete understanding of the parties and supersede any and all other discussions, agreements, understandings, either oral or written, between them with respect to the subject matter of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a matter 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 provision or other provisions of this Agreement.
 - c. Neither this Agreement nor any rights, duties, or obligations described herein may be assigned by Sub-Grantee without prior consent of Sub-Grantor.
13. Sub-grantee shall return to Grantee any HMGP and State funds, which are not supported by audit or other federal or state review of documentation maintained by the Sub-grantee. (44 CFR Part 13.26)
14. Sub-grantee shall comply with all applicable state and local ordinances, laws, regulations, building codes and standards applicable to this project
15. During the entire term of this Agreement, Sub-Grantee shall maintain good standing in the National Flood Insurance Program (NFIP) and shall comply with all local regulations, codes, and standards pertaining to NFIP.
16. Sub-grantee shall comply with 44 CFR Part 13.36 in all procurements, including the contract provisions found in subsection 13.36 (i)(l)- (13). In particular,
 - a. Sub-grantee shall comply, as applicable, with provisions of federal laws and regulations pertaining to labor standards, and the State of Ohio Prevailing Wages laws and regulations.
 - b. Sub-grantee shall not enter into any contract with any party which is debarred or suspended from participating in federal assistance programs, or is otherwise ineligible pursuant to E.O. 12549, Debarment and Suspension, as implemented at 44 CFR Part 67.
17. Sub-grantee has read, understands, and shall comply with the State of Ohio Audit Requirements/Compliance Standards (attached), and OMB Circular A-133.
18. Sub-grantee shall comply with all applicable federal, state and local ordinance, laws, regulations, requirements, labor standards, building codes and standards as pertains to this project and identified in 44 CFR Part 13, and agrees to provide maintenance as appropriate.
19. ENFORCEMENT (44 CFR PART 13.43)
 - a. If the Sub-grantee fails to comply with the terms of the award, whether stated in a federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:
 - 1). Temporarily withhold cash payments pending correction of the deficiency;
 - 2) Disallow all or part of the cost of the activity or action not in compliance;
 - 3) Wholly or partly suspend or terminate the current award for the program;
 - 4) Withhold further awards for the program;
 - 5) Take other remedies that may be legally available.
 - b. In taking an enforcement action, the awarding agency and/or the Grantee will provide an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
 - c. Costs resulting from obligations incurred by the Sub-grantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
 - 1). The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable, and,
 - 2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes place.
20. ENVIRONMENTAL COMPLIANCE
 - a. Sub-grantee will comply with 44 CFR Part 10 Environmental Considerations, National Environmental Policy Act (NEPA), and

other federal and state environmental laws and regulations in the implementation of the Project. The Grantee will provide the Sub-grantee with a signed copy of the Record of Environmental Review (RER) and supporting letters and documentation as soon as FEMA approves the project. The RER will identify any special conditions placed on the project that may impact demolition activities, the elevation of any structures, underground storage tanks, cutting of trees or removal of fences or vegetation and disposal of any materials in approved dump sites and so on.

- b. Failure to comply with any environmental condition or requirement will result in the Sub-grantee reimbursing to the Grantee any federal or state funds expended on a property where environmental non-compliance has occurred.
- 21. CLOSE-OUT (44 CFR PART 13.50)
 - a. The Project will be reconciled and closed-out following Federal Emergency Management Agency approval of the all-natural hazards mitigation plan and receipt of a close-out report for the grant.
 - b. Sub-grantee will notify the Grantee as soon as the Project has been completed, and will provide a Final Progress Report and financial report within 30 days. Grantee will conduct a final site visit within 30 days of receiving the final progress report and financial report, and provide the Sub-grantee with a their findings within 30 days of the visit. The findings will outline the results of the site visit and in particular any upward or downward adjustment to allowable costs.
 - c. Sub-grantee will immediately refund any balance of unobligated cash advanced that is not authorized to be retained for use on other grants.
 - b. The closeout of the grant does not affect the right of the awarding agency to disallow costs and recover funds on the basis of a later audit or other review, the obligation to return any funds due as a result of later refunds, corrections, or other transactions, records retention as required in Part 13.42, Property management requirements in Parts 13.31 and 13.32, and audit requirements in Part 13.26.
 - d. Any funds not returned within a reasonable period of time after request, may result in an administrative offset against other requests for assistance, withholding advance payments otherwise due, and other action permitted by law.
- 22. AUDIT REQUIREMENTS (OMB Circular A-133)

In accordance with the Single Audit Act of 1984 as amended and guidance described in OMB Circulars A-102, A-110 (if applicable), and A-133, the following procedures will assure compliance with those standards in the administration of the Hazard Mitigation Grant Program (HMGP) to eligible Sub-grantees, pursuant to a Presidential Declaration of major disaster in the State of Ohio.

 - a. The Governor’s Authorized Representative (GAR) will provide the Auditor of State a listing of all State agencies and local governments which have been approved to receive Federal funds under the HMGP. This will serve as notice to State field examiners to inquire about the funds at the time of the respective Sub-grantees single audit, ensuring at a minimum, the inclusion of those funds in the Audit Report’s “Schedule of Federal Financial Assistance”.
 - b. The Sub-grantee has the obligation to comply with all applicable rules and regulations of the HMGP, to include OMB Circulars A-87, A-102, A-110, A-128, and A-133, if appropriate. If the applicant desires copies of the OMB Circulars, they are available from the County and/or State Auditor’s Office.
 - c. The Single Audit Act of 1984 as amended requires local governments, state agencies/departments, and private non-profit organizations expending a total of \$500,000 or more in federal financial assistance in any fiscal year to have a single audit performed.

Those local governments, state agencies/departments, or private non-profit organizations expending less than \$500,000 in federal financial assistance must supply the GAR with a letter from a clerk/treasurer, for each fiscal year HMGP funds are received, certifying that status.
 - d. Audit reports must be sent to the GAR by the Sub-grantees within one (1) month of Audit Report publication. Failure to do so, without reasonable justification, could result in suspension of any further advances of funds or final reimbursement by the GAR under the HMGP.
 - e. If during any single audit the Sub-grantee has been informed of non-compliance findings regarding this program, the Sub-grantee shall verbally notify the GAR immediately and prior to publication of the Audit Report.
 - f. The Sub-grantees will correct the finding(s) within thirty (30) days of written notification of non-compliance, if not sooner, and notify the GAR in writing of the actions taken.
 - g. Findings against the Sub-grantee remaining uncorrected by the Sub-grantee will be deducted from the applicant’s final reimbursement by the GAR in the amount of funds questioned in the Audit Report. If the GAR has already dispersed final settlement, and a subsequent audit report identifies non-compliance by the Sub-grantee, collection proceedings will be initiated by the GAR against the Sub-grantee in the amount of the questioned costs.
 - h. Throughout the lifetime of the HMGP, it is the responsibility of the Sub-grantee to inform the State (or private) examiner of their participation in this program at the time of their respective single audits.
 - i. The GAR will receive a listing from the State Auditor’s Office of any regular or single audits completed for each Sub-grantees jurisdiction/organization. The audits will not be forwarded to the GAR, this is an administrative requirement for each Sub-grantee to complete.
 - j. The GAR will review each audit report received to assure that:
 - 1. If applicable, the grant(s) received that fiscal year are included in the “Schedule for Federal Financial Assistance” portion of the Audit Report, and that the report properly addresses the HMGP, as required under the Single Audit Act and appropriate OMB guidance;
 - 2. Any of the program activities, which may have been tested by the State Examiner are in compliance with all regulations pertaining to the HMGP and single audit requirements;
 - 3. Audit findings against the Sub-grantee pertaining to this grant will be rectified within thirty (30) days of receipt of the Audit Report by the Sub-grantee, either with guidance from, or, established by the State.
- 23. From the onset of application approval, the GAR will work closely with the Sub-grantee to include site mid-program reviews and inspections of completed, approved projects by the GAR.

**STATE OF OHIO
HAZARD MITIGATION GRANT PROGRAM (HMGP)
GRANT AGREEMENT**

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

SUB-GRANTEE – COUNTY OF BELMONT

Charles R. Probst, Jr. /s/

9/5/12

Date

Ginny Favede /s/

9/5/12

Date

Matt Coffland /s/

9/5/12

Date

GRANTEE

NANCY J. DRAGANI, Executive Director
Ohio Emergency Management Agency
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 ACCEPTING THE QUOTE FROM
PHYSIO CONTROL, INC. FOR 10 LIFEPAK CRPLUS
DEFIBRILLATORS AND 10 AED WALL CABINETS WITH ALARMS/
BCDJFS SENIOR PROGRAM**

Motion made by Mr. Probst, seconded by Mr. Coffland to accept the quote from Physio Control, Inc., 11811 Willows Road NE, Redmond, Washington, in the amount of \$15,782.40 for ten (10) Lifepak CRPLUS Defibrillators and ten (10) AED Wall Cabinets with alarms to be placed in the ten county senior centers, based upon the recommendation of Vince Gianangeli, Fiscal Manager, Belmont County Department of Job and Family Services.

Note: BCDJFS received a \$15,000 grant for the purchase of the AED's (automated external defibrillators) and the remaining \$782.40 will come from the senior service levy funds.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION OF COUNTY COMMISSIONERS PROHIBITING THE POSTING OR AFFIXING OF
SIGNS, POSTERS, BANNERS, BALLOONS OR OTHER SIMILAR ITEMS TO ANY PHYSICAL SURFACE OF THE BELMONT
COUNTY COURTHOUSE, EXCEPT AS AUTHORIZED OR DIRECTED BY BELMONT COUNTY COMMISSIONERS, AND
PROHIBITING THE PLACEMENT OF SIGNS, POSTERS, BANNERS, BALLOONS OR OTHER SIMILAR ITEMS IN
LOCATIONS INTERFERING WITH ACCESS TO AND FROM THE BELMONT COUNTY COURTHOUSE**

Motion made by Commissioner Probst, seconded by Commissioner Coffland to adopt the following resolution.

WHEREAS, in 1987 Ohio Op. Atty. Gen. No. 87-039, the Attorney General of Ohio recognized that the board of county commissioners is representative and guardian of the county, having the management and control of its property and financial interests, and that implicit in the power to preserve and protect county buildings is the power to institute policies and procedures that reduce fire risks and insure the safe operation of facilities within the buildings.

WHEREAS, Belmont County permits persons, organizations or groups to use the Belmont County Courthouse grounds for various purposes and events when the use will not interfere with or disrupt the functions of the Belmont County Court and the other government offices established in the Courthouse.

WHEREAS, a person or persons recently affixed banners to the external face or faces of the Belmont County Courthouse, which banners blocked the evacuation route for the second and third floors of the Courthouse, thereby presenting a safety hazard and interfering with access to and from the building.

WHEREAS, the Belmont County Board of County Commissioners recognizes that interference with access to and from the Belmont County Courthouse poses a potential safety hazard and interferes with the use of the Courthouse for the purposes to which the County has devoted it.

NOW, THEREFORE, BE IT RESOLVED, by the Belmont County Board of County Commissioners that:

SECTION 1

Posting or affixing of signs, posters, banners, balloons or other similar items to any surface of the Belmont County Courthouse is prohibited, except as directed or authorized by Belmont County Commissioners.

SECTION 2

Signs, posters, banners, balloons or other similar items placed on the grounds of the Belmont County Courthouse must not be situated so as to interfere with access to and from the Belmont County Courthouse.

SECTION 3

This Resolution is hereby declared in the interest of the health, safety and welfare of the citizens of Belmont County, Ohio.

SECTION 4

This Resolution shall take effect immediately upon its adoption by the Belmont County Board of County Commissioners; otherwise, it shall take effect and shall be in force at the earliest time provided by law.

SECTION 5

It is found and determined that all formal action of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 5TH day of September, 2012

Upon roll call the vote was as follows:

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

Note: Mrs. Favede briefly stepped out of the meeting and returned to join executive session.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:40 A.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, 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:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:15 A.M.**

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ADVERTISING FOR A HUMAN RESOURCE MANAGER/COMMISSIONERS

Motion made by Mr. Probst, seconded by Mr. Coffland to advertise for a Human Resource Manager.

Upon roll call the vote was as follows:

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

DISCUSSION HELD: Regarding above motion, Mr. Probst stated this will be a fulltime position with benefits. Mrs. Favede stated this position is a replacement for Mike Kinter, who is retiring September 21, 2012, and not a new position.

BREAK TO ATTEND BELMONT COUNTY FAIR GRAND OPENING CEREMONIES AT 12:00 NOON.

RECONVENED FRIDAY, SEPTEMBER 7, 2012, AT 10:35 A.M.

PRESENT: COMMISSIONERS FAVEDE AND COFFLAND. ABSENT: COMMISSIONER PROBST

IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR THE COURTHOUSE PARKING LOT PROJECT AND REBID THE SAME

Motion made by Mrs. Favede, seconded by Mr. Coffland to reject all bids received for the Belmont County Courthouse Parking lot project and to rebid the same, pursuant to Ohio Revised Code 153.12(A) and based upon the recommendation of Bill Street, Project Engineer; the bids received were more than ten percent over the engineer's estimated cost of \$140,000.

Note: Ohio-WV Excavating's bid was \$169,493.00; Lash Paving's bid was \$ 163,915.45

ADVERTISEMENT FOR BIDS

Sealed bids will be accepted for the resurfacing of the parking lot behind the Belmont County Courthouse along with a retaining wall and other related work. Bids will be received by the Belmont County Commissioners, at the Belmont County Courthouse in St. Clairsville, OH 43950, until **September 26, 2012** and then at **10:45 a.m.** at said office opened and read aloud.

Plans, specifications, and bid forms can be examined at the following locations:

1. Street Engineering & Surveying
67660 Warnock - St. Clairsville Road
St. Clairsville, Oh 43950
2. Belmont County Commissioner's Office
County Courthouse
St. Clairsville, Oh 43950

Plans, specifications, and bid forms may be secured at the office of Street Engineering & Surveying located at the address as listed above or phone at 1-740-695-6481, for a **payment of \$75.00**. Checks shall be made payable to "**Street Engineering & Surveying**".

A bid bond must accompany each bid in an amount of 10% of the bid amount with a surety satisfactory to the Belmont County Commissioners. Proof of Authority of the official or agent signing the bond shall accompany bid bonds.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity.

Bids shall be sealed and marked as "**Resurfacing of Parking Lot Behind Courthouse**" and mailed or delivered to:

Belmont County Commissioners
County Courthouse
101 West Main Street
St. Clairsville, Oh 43950

Attention of bidders is also called to all of the requirements contained in the bid packet, and particularly to requirement for the bidder to abide by the State of Ohio Minimum Wage Rate, and the requirement for a payment bond and performance bond for 100% of the contract price.

No bidder may withdraw his bid within forty (40) days after the actual date of the opening thereof.

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids receive.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Commissioners' decision to award, and the Commissioners reserves the right to exercise its full discretion.

By Order of the Board of Commissioners of

Belmont County

Jayne Long /s/

Jayne Long, Clerk

Times Leader Ad two (2) Wednesdays, September 12 and September 19, 2012

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF TWO 12' ALLEYS IN NEW CASTLE WAYNE TOWNSHIP SECS. 20 & 21, T-6, R-5/RD IMP 1117

Office of County Commissioners
Belmont County, Ohio

A Public Road

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 5th day of September, 2012, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Probst

RESOLUTION – ORDER TO CLOSE ROAD

Sec. 5553.10 R.C

Mrs. Favede moved the adoption of the following Resolution:

WHEREAS, at least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, no person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, that it is hereby ordered that the proceedings be recorded as provided by law, and that said roads be ¹vacated, as ordered heretofore, made on journal of the date of August 22, 2012, and a copy of this resolution be forwarded to the Wayne Township Trustees.

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

Mrs. Favede _____, Yes

Mr. Coffland _____, Yes

Mr. Probst _____, Yes

Adopted the 5th day of September, 2012

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:36 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:36 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of September, 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