

St. Clairsville, Ohio

April 27, 2011

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 Kathy Marino, Assistant Clerk of the Board. (Mr. Probst arrived at 10:05 a.m.)

**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. Coffland, seconded by Mrs. Favede, 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-Albert L. Parkhurst & others	Travel for spring conference-Veterans/General Fund	1,092.18
A-Draft-Co., Inc.	Tax Map Conversion-GIS Projects/General Fund	726.98
A-Jack A. Hamilton & Assoc.	Professional Services-GIS Projects/General Fund	8,997.50
N-Argo Sales Company, Inc.	Beam/Square Tubing/Bridge & Retaining Wall Constr. Improv.	2,247.79
N-Poggemeyer Design Group	Professional Service/Bridge & Retaining Wall Constr. Improv.	3,750.00
N-Tri-son Concrete	Concrete/Bridge & Retaining Wall Constr. Improv.	4,552.13
O-Huntington National Bank	Interest payment/Eng. Bridge & Retain. Wall Bond Retirement Fund	39,047.50
P-North East Scientific	Materials/SSD#2 Revenue Fund	40.09
P-S.S.District #1	Sewage Disposal/SSD#2 Revenue Fund	8,732.55
P-USA Bluebook	Materials/WWS#3 Revenue Fund	204.31
S-AT&T	Phone service/Certificate of Title Admn. Fund	65.54
S=Belco Works, Inc.	Shredding/Cert. of Title Admn. Fund	15.29
S-Cardmember Service	Activity expenses/Oakview Juvenile Residential Center	68.34
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	33.24
S-Thomas Jeep Eagle, Inc.	(2) 2011 HotShot Vehicles/In Home Care Levy Comm-On Aging	74,472.00
S-Val-U-Check Business Products	Supplies/Clerk of Courts Computer Fund	190.00
S-Walmart Community/GEMB	Food (NSLA)/Oakview Juvenile Residential Center	290.65
Y-Health Plan of the Upper Ohio Valley	May Premium/Employer's Share Holding Account	152,642.36
Y-Health Plan PPO	May Premium/Employer's Share Holding Account	156,654.48

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for April 27, 2011 as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$4,567.38; \$38,417.38
A-GENERAL/AUDITOR	\$1,503.15
A-GENERAL/EMA	\$555.34
A-GENERAL/JUVENILE	\$1,626.67
A-GENERAL/SHERIFF	\$6,848.34
A-GENERAL/911	\$712.10
B-Dog Kennel	\$5,859.19
E-911	\$572.62
H-Job & Family, CSEA	\$91.80
H-Job & Family, Public Assistance	\$35,492.59
H-Job & Family, WIA	\$1,880.00; \$53,295.70; \$33.04; \$1,024.24
K-Engineer MVGT	\$18,496.05; \$31,558.53; \$2,814.93
M-Juvenile Ct. – Title IV-E Reimb.	\$450.72
M-Juvenile Ct. – Truant Officer Grant	\$136.50
P-Oakview Building	\$2,992.99
P-Sanitary Sewer District	\$396.65; \$3,931.23; \$1,545.06; \$678.33; \$745.51; \$3,121.85; \$5,372.67
S-Community Based Corrections Act Grant	\$662.95
S-District Detention Home	\$1,142.84
S-Job & Family, Children Services	\$266.83
S-Juvenile Ct. Computer Fund	\$254.75
S-Oakview Juvenile Residential Center	\$9,555.17
S-Sheriff Commissary	\$2,820.65
T-Sanitary Sewer District	\$134.71
U-Sheriff Reserve Account	\$81.60

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E0051-A001-A50.000 Budget Stabilization (Park Health & maintenance)	E-0051-A001-A27.007 Unemp	\$537.80
E0051-A001-A50.000 Budget Stabilization	E-0053-A013-A03.004 Wkrs Comp	\$ 20.58
	E-0064-A002-A07.004 Wkrs Comp	<u>\$ 77.31</u>
	<b>Total</b>	<b>\$635.69</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/  
BCSSD WWS#3 REVENUE FUND TO WWS#3 BOND FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between the WWS#3 Revenue Fund to the WWS#3 Bond Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS#3 REVENUE</b>	<b>WWS#3 BONDS</b>	
E-3702-P005-P34.074 Transfers Out	R-9201-O004-O06.574 Phase I – Transfers In	13,616.38
E-3702-P005-P34.074 Transfers Out	R-9204-O007-O06.574 Phase II – Transfers In	34,989.58

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/  
SSD#2 REVENUE FUND AND THE SSD#2 SEWER BOND FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers between the SSD #2 Revenue Fund and the SSD #2 Sewer Bond Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>SSD#2 REVENUE FUND</b>	<b>SSD#2 SEWER BOND FUND</b>	
E-3705-P053-P16.074 Transfer Out	R-9203-O006-O08.574 Bond Account Transfer In	22,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/  
BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers between funds from the Water and Sewer Guarantee Deposit Fund to the Revenue Receipt Fund for the month of April, 2011.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3711-T010-T04.074 WSGDF Transfer Out	R-3701-P003-P15.574 WWS#2 01004002 Transfers In	72.38
E-3711-T010-T04.074 WSGDF Transfer Out	R-3702-P005-P15.574 WWS#3 02004002 Transfers In	452.59
E-3711-T010-T04.074 WSGDF Transfer Out	R-3704-P051-P08.574 SSD #1 03004002 Transfers In	59.68
E-3711-T010-T04.074 WSGDF Transfer Out	R-3705-P053-P08.574 SSD #2 04004002 Transfers In	8.80
E-3711-T010-T04.074 WSGDF Transfer Out	R-3706-P055-P08.574 SSD#3A 06004002 Transfers In	24.70
<b>TOTAL</b>		<b>618.15</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUNDS/  
BELMONT COUNTY SHERIFF DEPT.**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between funds for the Belmont County Sheriff Dept.

**E-SORN/TRAINING OFFICER**

**TRANSFER FUNDS FROM:**

ACCOUNT		AMOUNT
E-9731-T031-T01.002	SALARIES	\$ 5,759.52
E-9731-T031-T02.003	PERS/SPRS	\$ 973.36
E-9731-T031-T03.006	HEALTH INS.	\$ 2,469.96
E-9731-T031-T04.004	WRKR'S COMP.	\$ 230.38
E-9731-T031-T05.005	MEDICARE	\$ 0.00
E-9731-T031-T05.012	EQUIPMENT	\$ 786.02
E-9731-T031-T06.010	Supplies	\$ 877.47
E-9731-T031-T07.000	OTHER EXPENSES	\$ 400.00
	<b>TOTAL</b>	<b>\$ 11,496.71</b>

**TRANSFER FUNDS TO:**

ACCOUNT		AMOUNT
E-0131-A006-A02.002	SALARIES	\$ 5,759.52
E-0131-A006-A13.003	PERS/SPRS	\$ 973.36
E-9891-Y091-Y01.006	HEALTH INS.	\$ 2,469.96
E-0131-A006-A14.004	WRKR'S COMP.	\$ 230.38
E-0256-A014-A07.005	MEDICARE	\$ 0.00
E-0131-A006-A16.000	EQUIPMENT	\$ 786.02
E-0131-A006-A03.010	SUPPLIES	\$ 877.47
E-0131-A006-A07.000	Training	\$ 400.00
	<b>TOTAL</b>	<b>\$ 11,496.71</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE GENERAL FUND/SHERIFF DEPT.**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 27, 2011.

E-0131-A006-A04.002 Salaries - Road \$ 1,162.88

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date January 4, 2011.

E-1611-B000-B01.002 Auditor's Clerk Hire & Supply	\$ 0
E-1600-B000-B02.002 Salaries-Employees	\$ 32,000.00
E-1600-B000-B03.010 Supplies	\$ 2,000.00
E-1600-B000-B06.000 Claims, Witness Fees	\$ 0
E-1600-B000-B07.000 Veterinary Services	\$ 20,000.00
E-1600-B000-B08.003 PERS	\$ 6,000.00
E-1600-B000-B09.004 Workers Comp	\$ 0
E-1600-B000-B10.005 Medicare	\$ 600.00
E-1600-B000-B13.006 Hospitalization	\$ 12,000.00
E-1600-B000-B11.000 Other Expenses	\$ 9,400.00
<b>TOTAL:</b>	<b>\$ 82,000.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE 911 WIRELESS FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 27, 2011.

E-2301-E011-E01.011 Contract Services \$ 11,168.95

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE H010 BELMONT CO. CSEA ADMN. FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 27, 2011.

**BELMONT COUNTY / CSEA ADMN. FUND H010**

E-2760-H010-H01.002 Salaries	90,452.00
E-2760-H010-H15.000 Other Expenses	90,452.00
<b>TOTAL</b>	<b>\$ 180,904.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE S017 CHILDREN SERVICES FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 27, 2011.

**BELMONT COUNTY CHILDREN SERVICES**

E-2765-S017-S31.000 Other Expenses	\$ 43,328.25
E-2765-S017-S31.000 Other Expenses	\$ 7,310.85

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR OAKVIEW JUVENILE REHAB S030 FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 27, 2011.

**OAKVIEW JUVENILE REHAB S030**

E-8010-S030-S55.010 Supplies \$ 25.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE S066 MENTAL RETARDATION FUND**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 27, 2011.

E-2410-S066-S53.100 Other Expenses \$ 3,860.06

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE COMM-BASED CORRECTIONS ACT GRANT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 27, 2011.

E-1520-S077-S01.002	Salaries	17,386.75
E-1520-S077-S02.005	Medicare	252.00
E-1520-S077-S06.000	Automobile Exp.	0.00
E-1520-S077-S08.010	Supplies	1,000.00
E-1520-S077-S10.000	Communications	0.00
E-1520-S077-S04.006	Hospitalization	3,184.00
E-1520-S077-S03.003	P.E.R.S.	2,434.25
E-1520-S077-S05.004	Workers Comp	313.00
E-1520-S077-S07.000	Rentals	0.00
<b>TOTAL</b>		<b>\$24,570.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE BELMONT CO. COMMISSIONERS CDBG FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 27, 2011.

**BELMONT CO. COMMISSIONERS CDBG FUND**

E-9702-T011-T03.000 CDBG Escrow Account "CHIP" \$ 11,361.00

Draw No. 421 – Grant #B-C-09-1AG-2

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR T31 E-SORN OFFICER/FEDERAL FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 27, 2011.

**T31 E-SORN OFFICER/FEDERAL FUNDS**

E-9731-T031-T01.002	Salaries	\$ 5,759.52
E-9731-T031-T02.003	PERS/SPRS	973.36
E-9731-T031-T03.006	Health Insurance	2,469.96
E-9731-T031-T04.004	Wk. Comp.	230.38
E-9731-T031-T05.005	Medicare	0.00
E-9731-T031-T05.012	Equipment	786.02
E-9731-T031-T06.010	Supplies	877.47
E-9731-T031-T07.000	Other Expenses	400.00
<b>TOTAL</b>		<b>\$ 11,496.71</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriations in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of April 27, 2011.

E-1511-W080-P01.002	Salaries	1,800.00
E-1511-W080-P05.003	PERS	230.00
E-1511-W080-P06.004	Workers Comp	900.00
E-1511-W080-P08.005	Medicare	70.00
E-1511-W080-P09.000	Personnel	1,250.00
E-1511-W080-P03.000	Travel	210.00
E-1511-W080-P04.000	Other	200.00
E-1511-W080-P07.006	Hospitalization	255.00
<b>TOTAL</b>		<b>4,915.00</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated April 27, 2011, 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:

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: **SANITARY SEWER DISTRICT** – Dan Farmer, Todd Krebs, Justin Mowery, Victor Pempek, Mike Stewart, Eric Taylor, Travis Vensel and Brian Ware to travel to Columbus, OH, on May 11, 2011, to take the Ohio EPA Water Test. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING AUDITOR ANDREW SUTAK TO ESTABLISH A NEW FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland authorizing Belmont County Auditor Andrew Sutak to establish a new fund for the following:

Harmony House

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the minutes of the Belmont County Board of Commissioners regular meetings of March 23 & March 30, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PAYMENT OF INVOICE FOR MARSHALL J. PICCIN & ASSOCIATES/ COURTHOUSE ANNEX III RENOVATION PROJECTS**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the payment of the invoice for Marshall J. Piccin & Associates in the amount of \$4,400.00 for Final Plans/Specifications/Bid Documents for Air Conditioning and Electrical Systems for the Courthouse Annex III (formerly the Thoburn Methodist Church) renovation project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT BETWEEN THE SANITARY SEWER DISTRICT, BOARD OF COMMISSIONERS AND PINE GROVE COMMUNITIES**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into Agreement for Construction of Water Lines, Sewer Lines and Sewage Lift Station between the Belmont Co. Sanitary Sewer District, by the Board of Belmont Co. Commissioners and Pine Grove Communities, based upon the recommendation of Sanitary Sewer Director Mark Esposito.

**AGREEMENT FOR CONSTRUCTION OF**

**WATER LINES, SEWER LINES AND SEWAGE LIFT STATION**

This agreement entered into this 13 day of April, 2011, between the Belmont County Sanitary Sewer District by the Board of County Commissioners hereinafter called the "District" and Pine Grove Community's hereinafter called the "Developer". In consideration of mutual promises herein contained on behalf of the District and Developer do hereby agree as follows.

1. The Developer shall install a duplex Intermediate sewage pump and sewer lines so as to make sewage available for up to thirty-two (30) resident. The installation, size, type of fittings, manholes and pump station will be approved by the District Director and Ohio EPA prior to construction. Upon completion, all 8" main line collection system and pump station shall become the property of the District with appropriate access and easements. The Developer shall be responsible for maintenance of all appurtenances for one year starting from the date of operation.
2. The Developer agrees to deed a portion of property to the "District" for the location of the sewage pump station.
3. The Developer agrees at his own expense to upgrade the Intermediate sewage pump station to a typical full enclosed pump station as per the "Districts" specifications prior to adding additional residents.
4. The Developer shall provide and install a water system for the residents within the development. The installation, size, type of fittings will be approved by the District Director and Ohio EPA prior to construction.
5. The Developer agrees at his own expense, to do all work as herein described under condition expressed, to furnish all materials necessary and complete work in a good substantial manner to the satisfaction of the Director of the District.

Pamela Ullom Nolen /s/

Witness

Pamela Ullom Nolen /s/

Witness

Kathy Marino /s/

Witness

Amanda Timko /s/

Mark Benes /s/

Pine Grove Communities

Mark Esposito /s/

Sanitary Sewer District Supervisor

**Belmont County Commissioners**

Matt Coffland /s/

Charles R. Probst, Jr. /s/

Ginny Favede /s/

Witness

APPROVED AS TO FORM:

David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF VENDER AGREEMENT BETWEEN BCDJFS AND NEFFS EMS**

Motion made by Mr. Coffland to approve and sign the Amendment to the Vendor Agreement between Belmont County Department of Job & Family Services and Neffs EMS to increase the maximum amount of the agreement from \$20,000.00 to \$26,000.00 due to increases in usage.

(Mr. Probst asked if the Neffs EMS had turned in all information requested of them. It was decided to hold on motion until it could be confirmed that all the proper paperwork has been submitted.)

**IN THE MATTER OF AWARDING BID, ENTERING INTO CONTRACT, AND ISSUING NOTICE TO PROCEED FOR VILLAGE OF HOLLOWAY PLAYGROUND EQUIPMENT PROJECT/CDBG**

Motion made by Mr. Coffland, seconded by Mr. Probst to award the bid, enter into contract and issue the Notice to Proceed for the **Village of Holloway Playground Equipment Project, a 2010 CDBG Formula project**, to Landscape Structures, Inc., 601 Seventh Street, South, Delano, MN, in the amount of \$ 27,508.00 based upon the recommendation of A.C. Wiethe, Assistant Director of Management Services, Belomar Regional Council.

**NOTICE OF AWARD**

To: Landscape Structures, Inc.  
601 Seventh Street, South  
Delano, MN 55328

PROJECT Description: Furnish, supply and deliver playground equipment as per quote to the Village of Holloway.

The OWNER has considered the BID submitted by you on April 15, 2011 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$ 27,508.00.

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

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

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

Dated this 27th day of April, 2011.

Belmont County Commissioners  
Owner  
By: Matt Coffland /s/  
Name: Matt Coffland  
Title: President

**ACCEPTANCE OF NOTICE**

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

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

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

cc: CONTRACTOR'S Surety  
Surety's Agent

**CONTRACT**

THIS AGREEMENT made this 27th day of April, 2011, by and between Landscape Structures, Inc. hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

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

**ARTICLE 1. Statement of Work.**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Village of Holloway Playground Equipment Project<sup>2</sup>, and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered N/A, dated \_\_\_\_\_, and N/A dated \_\_\_\_\_ all as prepared by Village of Holloway acting and in these Contract documents preparation, referred to as the "Engineer".

**ARTICLE 2. The Contract Price.**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed Twenty Seven Thousand Five Hundred Eight and 00/100\*\*\*\*\* (Dollars) subject to additions and deductions as provided in Section 109 hereof.

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

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

**ARTICLE 3. Contract.**

The executed contract documents shall consist of the following:

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

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

April 27, 2011

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

CONTRACTOR: Howell Rescue Systems, Inc.  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Typed/printed name  
 \_\_\_\_\_  
 Title

OWNER: Belmont County Commissioners  
Matt Coffland /s/  
 \_\_\_\_\_  
 Signature  
Matt Coffland  
 \_\_\_\_\_  
 Typed/printed name  
President  
 \_\_\_\_\_  
 Title

**NOTICE TO PROCEED**

To: Landscape Structures, Inc.  
601 Seventh Street, South  
Delano, MN 55328

PROJECT Description: Furnish, supply and deliver playground equipment as per quote to the Village of Holloway.

You are hereby notified to commence WORK in accordance with the Agreement dated April 27, 2011, on or before May 9, 2011, and you are to complete the WORK within 30 consecutive calendar days thereafter. The date of completion of all WORK is therefore June 30, 2011.

\_\_\_\_\_  
 Belmont County Commissioners  
 Owner  
 By: Matt Coffland /s/  
 \_\_\_\_\_  
 Name: Matt Coffland  
 Title: President

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

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH OHIO-WEST VIRGINIA EXCAVATING CO./ ENGINEER PROJECT 11-1 EMERGENCY REPAIR BEL-16-1.98 (NIXON RUN ROAD)**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a contract with Ohio-West Virginia Excavating Co., on behalf of the Belmont County Engineer, in the amount of \$ 167,267.00 for Project 11-1 Emergency Repair BEL-16-1.98 (Nixon Run Road).

*Note: This project will be funded by OPWC and MVGT Funds.*

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
 PROJECT 11-1 EMERGENCY REPAIR BEL-16-1.98 (Nixon Run Road)  
 O.P.W.C. PROJECT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 27th day of April, 2011 between **OHIO-WEST VIRGINIA EXCAVATING COMPANY**, P.O. Box 128, Powhatan Point, Ohio 43942 and Charles Probst, Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said **OHIO WEST-VIRGINIA EXCAVATING COMPANY** hereby agrees to furnish all material and do all work requisite necessary to replace a retaining wall along County Highway 16 (Nixon Run Road) in accordance with plans and specifications.

Methods of Construction, Composition and Preparation of Materials shall conform to the latest applicable Sections of the State of Ohio Department of Transportation, Construction and Material Specifications and Supplemental Specifications and shall govern this project. All work shall be under the direction of the County Engineer.

APPROX. QUAN.	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
820 LF	W10 X 77 PILING, FURNISHED, DRILLED, ENCASED N CONCRETE	\$63.50	\$52,070.00
287 EA	6" X 24" X 56" REINFORCED CONCRETE LAGGING	\$100.00	\$28,700.00
LUMP SUM	UNCLASSIFIED EXCAVATION INCLUDING ROCK AND/OR SHALE	\$14,370.00	\$14,370.00
LUMP SUM	GRANULAR BACKFILL	\$33,075.00	\$33,075.00
80 LF	18" DIAMETER CONDUIT, TYPE B, SMOOTH INVERT HDPE	\$24.95	\$1,996.00
225 LF	REMOVE AND REINSTALL TYPE 5 GUARDRAIL	\$14.00	\$3,150.00
114 CY	301 ASPHALT CONCRETE BASE	\$175.00	\$19,950.00
29 CY	448 ASPHALT CONCRETE, TYPE 1	\$214.00	\$6,206.00
30 CY	304 SHOULDER AGGREGATE	\$75.00	\$2,250.00
LUMP SUM	CENTERLINE AND EDGELINE STRIPING	\$750.00	\$750.00
LUMP SUM	MAINTENANCE OF TRAFFIC	\$2,250.00	\$2,250.00
LUMP SUM	MOBILIZATION	\$2,500.00	\$2,500.00
	TOTAL		\$167,267.00

County will certify 20% of \$167,267.00 which is \$33,453.40.

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO-WEST VIRGINIA EXCAVATING COMPANY** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

OHIO WEST-VIRGINIA EXCAVATING COMPANY

Charles R. Probst, Jr., /s/

BY: W. Roger Levi /s/

Ginny Favede /s/

Matt Coffland /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF DIANE L. MYERS, DEPUTY CLERK, WESTERN DIVISION COURT**

Motion made by Mr. Coffland, seconded by Mr. Probst to accept the resignation of Diane L. Myers, Deputy Clerk, at Western Division Court, effective April 22, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF YORK TOWNSHIP TOWN HALL MEETING**

Motion made by Mr. Coffland, seconded by Mr. Probst to hold the York Township "Town Hall" meeting and to notify the media of the same. Public input is welcome and citizens are encouraged to attend: Tuesday, May 10 at 3:00 p.m., York Township Garage, Steinersville, Ohio.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCHEDULING REGULAR MEETING OF BOARD OF COMMISSIONERS**

Motion made by Mr. Coffland, seconded by Mr. Probst to reschedule the regular meeting of the Board of Commissioners from Wednesday, May 11, 2011 to Tuesday, May 10, 2011 due to the board attending Dept. of Job & Family Services Budget Day meeting in Columbus; the Commissioners meeting will commence at 10:00 a.m.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN ATM PLACEMENT CONTRACT WITH CMS BANKCARD SERVICES**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into an ATM Placement Contract with CMS Bankcard Services, 188 Cleveland Street, Rayland, OH 43943, for the placement of an ATM machine inside the Belmont County Courthouse. There term of this agreement is for sixty (60) consecutive months.

**CMS Bankcard Services  
ATM Placement Contract  
Belmont County Courthouse**

This Agreement is made on the 19<sup>th</sup> day of April, 2011 between CMS Bankcard Services, 188 Cleveland St., Rayland, Ohio 43943, herein referred to as the "Manager", and Belmont County Courthouse, herein referred to as the "Merchant."

Merchant Name (DBA): Belmont County Courthouse

Company: Belmont County Commissioners

Mailing Address: 100 W. Main St # 104 St. Clairsville, OH 43950-1265

Physical Address: same

Direct Telephone Number: (740) 695-3481

Emergency Telephone Number: \_\_\_\_\_

Type of Establishment: Courthouse

Surcharge Amount: \$ 2.50

In consideration of the mutual benefits flowing from this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby fully acknowledged, Manager and Merchant agree as follows:

**1. Operational Requirements:**

- a.) The Merchant agrees to provide a dedicated telephone line and a dedicated electrical circuit for the installation of the ATM and for the duration of this agreement.
- b.) The Manager will maintain the ATM machine in good condition, normal wear and tear excluded.
- c.) The Manager agrees to keep the ATM machine loaded with an adequate supply of cash.
- d.) The Merchant agrees to take all reasonable and prudent precaution to protect the ATM machine from abuse and neglect.

**2. Insurance Requirements:**

- a.) The Merchant agrees to add the ATM machine to Merchant's contents all-risk insurance coverage and provide to Manager an insurance certificate showing Manager as an additional named insurance.

**3. Landlord's Consent Requirement:**

- a.) The Merchant agrees and understands that ownership of the ATM remains with Manager and the Merchant further agrees to allow Manager access to the ATM machine, with the option to remove the ATM without notice if the terms of this agreement are not being met. Signing of this agreement states that the signer is the owner of the real property and has consented to the installation of the ATM and does not consider it to be a fixture. In the event that the Merchant does not own the real estate or real property where the ATM machine is located, then the Merchant will obtain a Landlord's Consent/Waiver in favor of Manger that the ATM is not a fixture of the property.

**4. Term Requirements:**

- a.) The term of this agreement is for sixty (60) consecutive months. This Agreement shall Automatically renew for an additional sixty (60) month periods at the end of each respective renewal period, unless terminated by either party giving the other party written notice of intent not to renew at least sixty days prior to the expiration date of the original term or any renewal term.



Manager may terminate this agreement at any time it deems that the Merchant has not adhered to the terms of this agreement or is not obtaining the minimum number of transactions (100 transactions per month) needed to qualify as an economical investment. Manager will collect a penalty for early termination of this agreement by the Merchant. The penalty will be calculated as follows: 80% of Manager's average monthly gross revenue from the previous six months multiplied by number of months remaining in the term of the agreement. In the event the business is sold, Merchant herein agrees this Agreement is transferred to the new owner in its entirety and will disclose said Agreement to new owner prior to sale.

**5. Liability Notice:**

- a.) Under no reason or circumstance, is Manager, its owners, employees, staff, or anyone associated or affiliated with them, to be held liable for any funds not accounted for by or from the Merchant. All funds queries are to be directed to the Merchants' banking institution or current direct processor (s).

**6. Signage:**

- a.) Merchant agrees to allow Manager to display any promotional product for the ATM that may be necessary. Such promotional products will not override the Merchants required obligations to comply with corporate image requirements. Merchant further agrees to allow Manager to print any reports from the ATM to assess that unit's operating potential and make whatever changes Manager deems necessary.

**7. Entire Agreement:**

- a.) This Agreement constitutes the entire agreement between Manager and the Merchant with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings. This Agreement may not be released, discharged, abandoned, changed or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of both Manager and the Merchant. Independent sales agents, brokers or any other possible third party have no authority whatsoever to modify this Agreement in any manner. This Agreement shall be interpreted, construed and governed by the State of Ohio. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable; the remaining provisions shall remain in full force and effect, as if this Agreement had been executed without any such invalid provisions having been included.

**8. Exclusivity:**

- a.) Merchant shall not permit the installation of any other ATM, check cashing or cash-back device on Merchant's Premises, or the removal of the ATM covered hereby from the Premises for the term of this Agreement, except as may be agreed upon by Manager in writing. Merchant shall not allow any other person or entity to perform services on the Premises similar to the services provided by Manager.

**9. Force Majeure:**

- a.) Neither party will be liable for the failure to perform its obligations under this Agreement if such failure is due to acts or events beyond such party's reasonable control which includes by way of illustration, but not limitation, acts or events attributable to failures or fluctuations in equipment electrical power, heat, light, utilities, air conditioning, telecommunications equipment, malfunctions or deficiencies in hardware or software, revocation of computer software license, third party nonperformance, act of God or public enemy, acts of government, civil disobedience, lock-outs, freight embargoes or terrorism if any such failure of its obligations could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternative sources or plans.

**10. Taxes:**

- a.) Merchant shall be solely responsible for any sales tax, use tax, or similar assessments incurred in connection with income received hereunder.

ATM Placement Agreement:

CMS Bankcard Services:

Dean Conners /s/

Signature

Dean Conners

Printed Name and Title

4/25/11

Date

APPROVED AS TO FORM:

David K. Liberati /s/

Assistant Prosecuting Attorney

Merchant:

Matt Coffland /s/

Signature

Matt Coffland, President

Printed Name and Title

4/27/11

Date

Upon roll call the vote was as follows:

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

**DISCUSSION HELD RE: NEFFS EMS CONTRACT WITH BCDJFS** – Mr. Coffland questioned Dwayne Pielech if he knew if everything was good with the Neffs EMS Department since they are asking for an increase in the amount of the agreement in place. Mr. Pielech stated yes. They have three (3) primary outside vendors who help with ambulette services. They transport people to medical appointments with the majority being senior citizens. These transports are 100% Medicaid reimburseable. In the case of Neffs EMS, they try to assign the client in the general geographic area where the provider is. There is one in Barnesville, Martins Ferry and Neffs. One of the clients has a significant amount of severe medical problems and it has doubled the amount of transportation, which has driven up the cost. BCDJFS cannot predict from year to year how much it is going to be used. They try to base it on what has been used year to year. Mr. Probst asked if they check with the provider to see if their workers compensation is current. Mr. Pielech will confer with Vince Gianangeli who handles the contracts. Mr. Coffland stated the board will continue to hold the motion regarding the increase until it is verified workers compensation is current.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:15 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter into executive session with Sue Douglass, Executive Director of the Department of Development/CIC, and Attorney Richard Myser, pursuant to Ohio Revised Code 121.22(G)(2) Property Exception, specifically to consider the sale of property.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:30 A.M.**

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

Upon roll call the vote was as follows:

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

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

**10:30 Harmony House Board Members Leslie Vassilaros and David Huggins and Dwayne Pielech, Director, Belmont Co. Dept. of Job & Family Services  
Re: Contract to provide Children’s Advocacy Center services**

Mrs. Favede thanked all attending today and advised when Harmony House opened in Wheeling, WV, eight years ago, they saw a need for this facility not only in Ohio County, but Belmont County. Today we take action to set in place a children’s advocacy center, a satellite office of the home office, which is a part of Ohio Valley Medical Center.

Dwayne Pielech stated, “One of the most important things government does in Belmont County is work together to protect children.” This will be one more tool that will help us protect children and prosecute those who harm them. Leslie Vassilaros advised that by working together they were able to find funding to support this. Some of the services that will be providing are victim advocacy support, forensic interviews, therapeutic interventions, prevention education, and they will be tracking cases from start to end. A multidisciplinary team approach will be used that includes prosecution, law enforcement, mental health professionals, medical professionals, victim advocates, and the community in general. She further stated a really good system is already in place, and they hope to enhance the same.

Prosecutor Chris Berhalter thanked all who worked on this from the beginning. Mr. Coffland was happy this can be added to the list of accomplishments. Mr. Probst stated this is great news, but comes with sadness due to the many cases heard about through the newspapers and news. The Board of Developmental Disabilities will be providing equipment for the center. Donations from the community are welcome and always needed. Monty Kerr of the Board of DD stated they wanted to help as this affects not only children with disabilities, but those without. David Huggins thanked all on behalf of the Board of Directors and the staff.

**IN THE MATTER OF APPROVING THE CONTRACT  
BETWEEN BCDJFS AND HARMONY HOUSE, INC.**

Motion, made by Mrs. Favede, seconded by Mr. Probst as the co-appointing authority for Belmont County Department of Job & Family Services, to approve and sign the Contract between the Belmont County Department of Job & Family Services and Harmony House, Inc., effective April 1, 2011 through June 30, 2012. Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$160,000.**

*Note: The purpose of this contract is to provide Children’s Advocacy Center services in a satellite office.*

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
Purchase of the Performance of Services Contract  
Harmony House of Belmont County**

**Whereas**, this contract, entered into on this **1st** day of **April, 2011**, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and Harmony House, Inc. (hereinafter “Contractor”), is for the purchase for the establishment of a fully-functioning Children’s Advocacy Center for Belmont County, Ohio as a satellite office of Harmony House, Inc. This will provide the unique services of a Children’s Advocacy Center that works toward strengthening our communities respond to child abuse using a more child-focused approach. This program will adhere to State of Ohio rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide Children’s Advocacy Center services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County by developing and maintaining a Children’s Advocacy Center for Belmont County, Ohio as a full-service satellite center of Harmony House, Inc. The Children’s Advocacy Center will provide a more humane, culturally competent, legally-sound, site-based, multidisciplinary team (MDT)-centered assessments, investigations, prosecutions, and interventions including treatment involving child abuse allegations that focus on the needs of alleged child victim and family with an emphasis on child forensic interviewing, advocacy, therapeutic intervention, case management, coordination of medical referrals, and education; thus decreasing victim trauma, increasing offender accountability, strengthening the MDT, and strengthening community response to child abuse.

The primary focus of every Children’s Advocacy Center is child sexual abuse. Contractor also provides services to children who allege physical abuse, drug endangerment, domestic violence, witnessing of violence, severe neglect, and any other type of abuse that may be harmful to a child. Precautionary interviews can also be conducted. In addition to children (up to their 19<sup>th</sup> birthday), services are available to adults with special needs who due to alleged victimization may benefit from the specialized services of a CAC. Services are also available to non-offending family members or others who are affected by the allegations.

**II PARTIES**

The parties to this agreement are as follows:

<b>Purchaser:</b>	The Belmont County Department of Job and Family Services 310 Fox Shannon Place St. Clairsville, OH 43950 740-695-1075
<b>Contractor:</b>	Harmony House, Inc. 2000 Eoff St. Wheeling, WV 26003

**III CONTRACT PERIOD**

This contract and its terms will become effective on April 1, 2011. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2012. To renew the contract, a contract must be signed by both the Purchaser and the Contractor 60 days prior to June 30, 2012.

**IV SERVICES**

- Child forensic interviewing
  - Assessment of child’s needs for overall well-being of child
  - Obtainment of information in neutral, fact finding manner
- Extended forensic interviewing (evaluation)
- Victim advocacy and support
  - Crisis intervention

- Supportive counseling
- On-site therapy
  - Individual
  - Family
  - Group
- Case Management
  - Medical referral, evaluation, and treatment coordination
  - Mental health referral and coordination
  - Victim services coordination
- Information and referrals
- Multi-disciplinary team (MDT) case reviews
  - Representation from CAC, mental health, medical, victim advocacy, law enforcement, DJFS/Child Protective Services, and prosecution
- Case tracking
- Participation on community MDTs and task forces

**Criminal justice support**

- Court accompaniments
- Children's court preparation
- Court testimony (subpoena)
- Court expert witness testimony

**Community education**

- Professional development
- Prevention programs
- Awareness campaigns
- Psycho-educational programs

**V SCOPE OF WORK**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

**A. Contractor Responsibilities**

1. To establish and maintain a fully functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of the Contractor – a fully accredited member of the National Children's Alliance – during the term of this contract.
2. To ensure all Belmont County, Ohio children referred to Contractor receive needed services by coordinating a multi-disciplinary team (MDT) approach to services including case review and case tracking for every child during the term of this contract.
3. To provide on-site forensic interviews in the Contractor's child-friendly setting to the Purchaser, prosecution, and law enforcement referrals during the term of this contract.
4. To provide support and advocacy, including criminal justice advocacy, to Belmont County children alleging abuse who have been referred to the Contractor and their non-offending family members during the term of this contract.
5. To provide community education for prevention, awareness, and to identify victims of child abuse to at least 100 Belmont County participants during the term of this contract.
6. To provide mental health interventions and coordination of medical referrals/exams to Belmont County children referred to Contractor and in need of these services during the term of this contract.
7. Contractor will schedule victim interviews within the time frame mandated by Children's Services and/or law enforcement policies upon receipt of referral. Most interviews will be scheduled within three days.
8. Contractor will provide a verbal report and interview CD to Purchaser upon completion of interview.
9. Contractor will provide a written summary to Purchaser in a timely manner with most summaries being completed within a two week period when possible with this timeframe contingent upon number of summaries to be completed. Summaries will be expedited when a request is made. Summaries are not routinely done on interviews with no disclosures or that are inconclusive unless requested.

**B. Purchaser Responsibilities**

1. Purchaser will make referrals to Contractor within two working days upon receipt of information on a case determined by Purchaser that meets the criteria for a forensic interview.
2. Purchaser will provide all necessary contact and referral information needed for Contractor services to occur.
3. Purchaser will participate in all scheduled team meetings of Contractor and provide requested case information for case review and tracking in a timely manner upon request from Contractor.
4. Purchaser will be in attendance for victim interviews.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements as included in this contract.
6. Purchaser is responsible for cross-reporting to appropriate law enforcement agency as to dates and times of forensic interviews.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$160,000**.

If available funding falls below \$160,000 the Contractor has the right to adjust levels of services and personnel within the available funding restrictions if needed.

**VII ALLOWABLE COSTS**

Purchaser will reimburse only for those costs authorized pursuant to this contract.

**VIII BILLING, PAYMENT AND COSTS**

Invoices for actual cost incurred for providing services will be submitted each month by the Contractor no later than the 20<sup>th</sup> day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty day period has expired.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described.

Personnel \$110,276

(includes 50% Executive Director, 50% CAC Coordinator, 100% Forensic Services Specialist (this position may be split between two employees), and 50% Child and Family Personnel)

Salaries  
 Payroll Taxes  
     FICA  
     SUTA  
 Workers' Comp  
 Health Insurance  
 Pension

Client Materials	\$3,500
Office Supplies	\$4,000
Postage	\$1,500
Printing	\$3,000
Payroll Service Fees	\$900
Telephone	\$2,400
Internet	\$1,200
Maintenance Contracts/Copies	\$1,500
Travel Expenses	\$3,000
Training/Staff Development	\$10,000
Dues and Subscriptions	\$1,000
Advertising	\$1,000
Database Fees	\$1,000
Security	\$1,000
Logos/Decorations	\$1,000
Liability and Property Insurance	\$3,500
Accounting and Auditing Fees	\$5,000
Legal Fees	\$2,500
Miscellaneous	\$2,724

TOTAL without projected in-kind of space, furnishings, etc. \$160,000

It is anticipated that the Contractor will invoice Purchaser on a monthly basis for reimbursement of documented expenditures incurred from the previous month and will be reimbursed within 30 days upon receipt of request for payment with documentation. This budget is a projected budget. The line items and amounts will be adjusted as needed with a written request for budget adjustment by the Contractor to the Purchaser. The annual total of requests for reimbursement submitted to Purchaser is not to exceed \$160,000. Any funds not spent down during the term of the contract will remain in the special Contractor fund to be used to offset future expenses.

**IX DUPLICATE BILLING**

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

**X AUDIT RESPONSIBILITY AND REPAYMENT**

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducting using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

**XI DISPOSITION OF ASSETS AND INTELLECTUAL PROPERTIES**

Office equipment and furniture assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires. An inventory of Purchaser equipment and/or furnishings will be maintained by the Contractor. Purchaser has the option to donate said assets to the Contractor at the expiration of contract.

Contractor's client records/files, manuals, guidelines, and forms are the property of Contractor and so shall be deemed the Contractor's property when term of this contract expires.

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc. Any asset Contractor obtains outside the scope of this contract funding is the property of the Contractor.

**XII WARRANTY**

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

**XIII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

**XIV NOTICE**

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

**XV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

**XVI CONFIDENTIALITY**

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications. Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

**XVIII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Purchaser's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees. Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

**XIX RELATIONSHIP**

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the BCDJFS.

**XX ASSIGNMENTS**

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

**XXI SUBCONTRACTS**

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser. In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supersedes all previous communications, representations or writings, including other contracts, written or oral, between the parties. Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

**XXIII TERMINATION**

This contract may be terminated by either party upon notice in writing delivered upon the other party 30 days prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article VIII to the contractor.

**XXIV BREACH OF CONTRACT**

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

**XXV WAIVER**

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

**XXVI INDEMNIFICATION**

Contractor and Purchaser agree to hold each other harmless, both legally and financially. Contractor and Purchaser are responsible to maintain their own liability coverage.

**XXVII GOVERNING LAW AND FORUM**

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio when possible.

**XXVIII SEVERABILITY**

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

**XXIX NON-DISCRIMINATION**

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws. During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability,

Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

**XXX CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

**XXXII DRUG-FREE WORKPLACE**

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**XXXIII COPELAND "ANTI-KICKBACK" ACT**

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

**XXXIV DAVIS-BACON ACT**

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

**XXXVI PUBLIC RECORDS**

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

**XXXVII CLEAN AIR ACT**

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**XXXVIII ENERGY EFFICIENCY**

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133.

**XL PATENT RIGHTS**

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

**XLI PROCUREMENT**

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

**SIGNATURES**

<i>Dwayne Pielech /s/</i>	4-27-11
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<b>Dwayne D. Pielech, Director</b>	<b>Date</b>
<b>Belmont County Department of Job and Family Services</b>	
<i>Matt Coffland /s/</i>	4/27/11
<hr/>	<hr/>
<b>Belmont County Commissioner</b>	<b>Date</b>
<i>Charles R. Probst, Jr. /s/</i>	4/27/11
<hr/>	<hr/>
<b>Belmont County Commissioner</b>	<b>Date</b>
<i>Ginny Favede /s/</i>	4/27/11
<hr/>	<hr/>
<b>Belmont County Commissioner</b>	<b>Date</b>
<i>David R. Huggins /s/</i>	4-27-11
<hr/>	<hr/>
<b>David Huggins, President Board of Directors</b>	<b>Date</b>
<b>Harmony House, Inc.</b>	
<i>Chris Berhalter /s/</i>	4-21-11
<hr/>	<hr/>
<b>Approved as to form:</b>	<b>Date</b>
<b>Belmont County Prosecutor</b>	
Upon roll call the vote was as follows:	
Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	Yes

**BREAK**

**11:00 Auditor Andy Sutak**  
**Re: Overview of Auditor's Department**

Mrs. Favade noted we wind up county government month this week with the office alongside the Commissioners in importance, that being the Auditor's Office. Auditor Andy Sutak explained there is a diverse amount of work done within his office which is comprised of two divisions - The Real Estate Assessment Office and a Budgetary/Fiscal Office. There is a Weights & Measures section that checks the calibration of all gas pumps; scales are checked in the supermarkets, hopper scales for cement and asphalt; livestock scales and propane tanks in order to assure consumers are being charged the correct amount for the goods they are receiving. Homestead applications are processed in his office. Current records are kept of all property owners and various real estate transactions are handled. Dog, vendor and cigarette licenses are sold in the office. They also monitor all manufactured homes in the county.

The Front Office handles the normal fiscal operations of the county including settlements and certifies monies collected. The Payroll section issues 625 checks or direct deposits every pay period. The payroll section also is involved in retirements, income tax deductions for employees, and unemployment regarding county employees. They certify funds for every county agency requesting the same. An inventory of vehicles, office equipment, and county assets are kept. Monthly balance reports are done with the Treasurer. This is a means of checks and balances with both offices. Pay-ins are received from all county agencies and keyed into the system into the proper line item. Estate tax reports are done and sent into the state monthly. Monthly hospital billing information, life insurance and waived hospitalization information is collected. Purchase orders from all county agencies need checked and every bill submitted for payment is checked to make sure it is being paid out of the right fund and that the funds are available. Transfers and appropriation of funds are processed through this department.

Some of Mr. Sutak's duties are to submit every tax budget to the schools, tax rate abstracts, debt certifications, bond payments, and he tries to be a mediator on what is going on at the state level. The Ohio Revised Code sets many of the Auditor's duties.

Mr. Sutak and his staff were thanked by the board. This brings to close National County Government Month. Mrs. Favade stated this was an opportunity to show what the men and women who work for Belmont County government do and do right for the residents of Belmont County every day.

**11:15 Kathie Brown and John Saunders  
Re: Check presentation to Wheeling Health Right**

Kathie Brown advised Wheeling Health Right is a community street clinic that provides healthcare and medicine to the low income, uninsured. Sixty plus percent (60+%) of their patients work every day. They work part-time jobs, 2 or 3 part-time jobs, or a fulltime job that does not provide benefits. There are approximately 3,500 people from Belmont County that require their services. A clinic is run out of East Ohio Regional Hospital one day a week. Patients are seen 5 days a week in Wheeling, if they need to be. She stated they really are very grateful to the Commission for helping them. The demand continues to grow every day. She said there is a huge need and the boards' support recognizes this need and the people who are trying to help themselves. Mr. Saunders also gave thanks on behalf of the board and the residents of the county who need the services and for the Commissioners' continued support in these tough times.

Mr. Probst stated, "This is something we truly enjoy doing, helping our county residents." Mr. Coffland noted that many have lost their jobs and take those jobs to support their families and fall into the working poor. He said, "We praise them for going out and getting jobs, but they just don't make enough for their medical needs." Mrs. Favade thanked Kathie, John and Wheeling Health Right for what they do and said, "We are fortunate to get to help you." Mr. Probst then presented the check.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 11:45 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favade to enter into executive session with Dwayne Pielech, Director and Vince Gianangeli, Business Administrator, Belmont Co. Dept. of Job & Family Services, pursuant to 121.22(G)(4) to review collective bargaining negotiations.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 12:00 P.M.**

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

Upon roll call the vote was as follows:

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

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

**12:00 Proclamation – National Volunteer Month  
Re: Fire and Emergency Services Volunteers**

**IN THE MATTER OF ADOPTING PROCLAMATION  
THANKING FIRE AND EMERGENCY SERVICES VOLUNTEERS**

Motion made by Mr. Coffland, seconded by Mrs. Favade to adopt proclamation thanking Fire and Emergency Services Volunteers.

***PROCLAMATION***

***THANKING FIRE AND EMERGENCY SERVICES VOLUNTEERS***

WHEREAS, April is National Volunteer Month; and

WHEREAS, the Board of Belmont County Commissioners thank all of the volunteer first responders, firemen and emergency services volunteers who protect our communities and keep our nation safe; and

WHEREAS, volunteers make up 71% of the fire service. Our nation relies on the over 1 million volunteer firefighters, EMS providers, and rescue workers who put their community members and the call of service above themselves. We depend on your dedication and commitment every day of the year. Thank you for all you do to strengthen our communities and protect those in need.

WHEREAS, we appreciate the efforts of the volunteers who provide support to their local emergency services departments. Your contributions help local departments thrive and increase the preparedness and safety of your communities.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Belmont County Commissioners does hereby extend their sincere thanks and heartfelt appreciation for the men and women who serve as fire and emergency services volunteers in all communities and especially in Belmont County, Ohio.

Adopted this 27<sup>th</sup> day of April, 2011.

Upon roll call the vote was as follows:

April 27, 2011

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

**RECONVENE, MONDAY, MAY 2, 2011**

**PRESENT: COMMISSIONERS GINNY FAVEDE, MATT COFFLAND AND CHARLES R. PROBST, JR.**

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 11:00 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 11:00 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of May, 2011.

\_\_\_\_\_

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

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We, Matt Coffland and Kathy Marino, President and Assistant 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

\_\_\_\_\_ ASSISTANT CLERK