

St. Clairsville, Ohio

August 3, 2011

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

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 Mr. Probst, 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-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	552.00
B-Crossroads Counseling	Counseling Fee/Indigent Drivers Alcohol Fund	1,061.00
D & K-Lash Paving, Inc.	Asphalt/Road & Bridges Fund & Engineer MVGT Fund	9,252.56
D-Wilson Blacktop Corp.	Asphalt/Road & Bridges Fund	7,415.20
E-EmergiTech	Conference fee/911 Fund	200.00
K-Lash Paving, Inc.	Eng. Proj. 11-2 Liquid Bituminous Material/Engineer MVGT Fund	12,600.00
K-McGhee & Co.	Supplies/Engineer MVGT Fund	641.54
N-Argo Sales Company, Inc.	Rebar/Bridge & Retaining Wall Construction Improve. Fund	2,956.34
N-Tri-Son Concrete	Concrete/Bridge & Retaining Wall Construction Improve. Fund	2,575.75
O-Ohio Dept. of Development	August Loan payment/Fox Commerce Park	3,281.24
P-Street Engineering & Survey	Services/SSD#2 Revenue Fund	910.00
S-Barrett Brothers	Cost bills/Clerk of Courts Computer Fund	70.00
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,540.00
S-Sam's Club	Food/Oakview Juvenile Residential Center Fund	515.65
S-Wheeling Office Supply Co.	Supplies/Certificate of Title Admn Fund	391.48
W-Delinquent Tax Collectors of Ohio, Inc.	Delinquent tax collections/DRETAC Treasurer's Office Fund	3,401.71
Y-Health Plan PPO	August Premium/Employers Share Holding Account	313,317.70

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for August 3, 2011 as follow:

FUND	AMOUNT
A-GENERAL	\$45,207.79; \$3,954.04
A-GENERAL/EMA	\$2,700.72
A-GENERAL/JUVENILE COURT	\$1,277.03
A-GENERAL/SHERIFF	\$3,432.63
A-GENERAL/911	\$3,423.69
H-Job & Family, CSEA	\$4,072.57
H-Job & Family, Public Assistance	\$75.00; \$27,832.56
H-Job & Family, WIA	\$14,317.27; \$36,670.85; \$23,808.01
K-Engineer MVGT	\$12,113.35; \$495.58
M-Juvenile Ct. – Care & Custody	\$1,096.17
M-Juvenile Ct. – Placement II	\$100.00
P-Oakview Bldg.	\$1,866.42
P-Sanitary Sewer District	\$25,255.12; \$3,476.37; \$3,930.73; \$1,778.98
S-District Detention Home	\$3,728.89
S-Oakview Juvenile Residential Center	\$10,829.17
S-Senior Services Levy	\$7,129.72
S-Sheriff Commissary	\$289.00
S-Western Div. Court Computer Fund	\$1,740.50
S-Western Ct. General Special Projects	\$2,106.83

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR
THE GENERAL FUND/RECORDER

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

FROM	TO	AMOUNT
E-0121 A006-B10.004 Workers Comp	E-0121-A006-B02.002 Salaries	\$2,823.96

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0070-A012-A09.004 Workers' Compensation	E-0069-A011-A11.000 GIS	\$4,505.65

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
CARE AND CUSTODY	CARE AND CUSTODY	
Other Expenses	Grant Holding Account	\$213.30
E-0400-M060-M20.000	E-0400-M060-M50.000	
Salaries Restitution	Grant Holding Account	
E-0400-M060-M60.002	E-0400-M060-M50.000	\$3,217.85
PERS Restitution	Grant Holding Account	
E-0400-M060-M61.003	E-0400-M060-M50.000	\$1,079.39
Medicare Restitution	Grant Holding Account	
E-0400-M060-M63.005	E-0400-M060-M50.000	\$0.90
Workers Comp Restitution	Grant Holding Account	
E-0400-M060-M62.004	E-0400-M060-M50.000	\$11.16
Insurances Restitution	Grant Holding Account	
E-0400-M060-M64.008	E-0400-M060-M50.000	<u>\$420.00</u>
	Total	\$4,942.60

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE M60 CARE AND CUSTODY 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 August 3, 2011.

Fund	Amount
CARE AND CUSTODY	
Status Offender Solutions	
E-0400-M060-M20.000	\$107.26
Workers Comp C-CAP	
E-0400-M060-M28.004	\$2,834.28
Salaries C-CAP	
E-0400-M060-M25.002	\$55,296.54
PERS C-CAP	
E-0400-M060-M26.003	\$6,926.68
Medicare C-CAP	
E-0400-M060-M27.005	\$648.60
Insurances C-CAP	
E-0400-M060-M29.008	\$3,688.62
Grant Holding Account	
E-0400-M060-M50.000	\$1,710.80
Salaries Substance Abuse	
E-0400-M060-M71.002	\$26,299.16
Workers Comp Substance Abuse	
E-0400-M060-M74.004	\$2,219.85
PERS Substance Abuse	
E-0400-M060-M72.003	\$4,411.67
Medicare Substance Abuse	
E-0400-M060-M73.005	\$580.89
Insurances Substance Abuse	
E-0400-M060-M75.008	<u>\$4,714.65</u>
Total Appropriations	\$109,439.00

Upon roll call the vote was as follows:

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization (additional allocation for tractor purchase)	E-0251-A007-A02.000 Agr Society	\$14,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0151-A00S-F09.000 Other Exp Coroner	\$10,000.00

Upon roll call the vote was as follows:

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

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.

FROM	TO	AMOUNT
E0051-A001-A50.000 Budget Stabilization (Monies to be used by Harmony House)	E-0257-A015-A15.074 Trans Out	\$20,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR TRUANT OFFICER GRANT FUND/JUVENILE COURT

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

FROM	TO	AMOUNT
E-0400-M079-M02.008 Fringes	E-0400-M079-M01.002 Salaries	\$ 4,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE GENERAL FUND-SUPPLEMENT EQUIP/CO RECORDER

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the General Fund-Supplement Equip/Co Recorder Fund.

FROM	TO	AMOUNT
E-1210-S078-S08.011 Contract Services	E-1210-S078-S10.002 Salaries	\$ 800.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS/ GENERAL FUND TO PUBLIC ASSISTANCE H00 FUND

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer between funds from the General Fund to the Public Assistance H00 Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out General Fund	R-2510-H000-H23.574 Trans In Public Assistance (Harmony House)	\$20,000

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-JULY AND AUGUST, 2011

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for July and August, 2011.

FROM		TO	
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	6,533.96
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	14,444.50
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	22,003.36
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	860.02
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	6,874.68
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,406.96
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	2,580.06
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	2,406.96
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	1,546.94
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	0.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	686.92
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	72,912.16
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	118,597.68
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	10,911.69
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,720.04
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	3,868.71
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	29,758.01
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	12,537.42
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	6,020.14
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	7,220.88
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	860.02
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	860.02
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	18,228.04
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,618.35
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	18,998.97
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	3,365.97
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	4,269.51

E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	553.04
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	207.42
	COUNTY HEALTH		
E-2210-E001-E15.006		R-9891-Y091-Y01.500	14,987.43
E-2227-F074-F03.002	Sewage Program	R-9891-Y091-Y01.500	0.00
E-2213-F075-F01.002	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2214-F076-F01.002	PH infrastructure	R-9891-Y091-Y01.500	0.00
E-2215-F077-F01.002	Family Planning	R-9891-Y091-Y01.500	230.26
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	344.01
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G01.002	Food Services	R-9891-Y091-Y01.500	0.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	CDC Lead	R-9891-Y091-Y01.500	430.01
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	862.49
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	1,720.04
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	2,406.96
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,440.08
E-0400-M077-M02.008	Supreme Court	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	0.00
	TOTALS		401,273.71

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN LIFE INSURANCE
CHARGEBACKS FOR THE FIRST QUARTER PERIOD: (JUNE, JULY & AUGUST, 2011)

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following transfer of funds for the Fort Dearborn Life Insurance Chargebacks for the First Quarter (June, July & August, 2011.)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	GENERAL FUND	R-9891-Y091-Y05.500	2,008.38
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	8.55
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	42.75
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	54.18
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	17.10
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	199.50
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	2.85
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	0.00
E-2150-H030-H11.000	COUNTY HOME	R-9891-Y091-Y05.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	59.85
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	12.84
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	202.38
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	68.40
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	44.76
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	149.61
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	25.34
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	28.21
E-3706-P055-P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	4.14
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.59
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	22.80
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	2.85
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	51.30
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	122.55
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	873.07
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	76.95
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	125.43
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	46.57
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	42.75
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	14.28
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	8.55
E-1210-S078-S14.006	RECORDER	R-9891-Y091-Y05.500	8.55
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.10
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	0.00
E-0400-M060-M75.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.10
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	8.55

E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	8.55
E-0400-M079-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.10
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	8.55
Total amount this transfer			2,394.65

Upon roll call the vote was as follows:

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

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 August 20, 2011.

E-0131-A006-A04.002	Salaries - Road	\$ 1,162.88
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE GENERAL FUND/SHERIFF

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 3, 2011.

E-0131-A006-A17.012	Cruiser Repairs	\$ 38.23
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of August 3, 2011.

General

E-0131-A006-A07.000	Training	0.00
E-0131-A006-A09.000	Medical	589.32
E-0131-A006-A17.012	Cruiser Repairs	0.00
E-0131-A006-A20.000	False Alarm	500.00
E-0131-A006-A21.000	Sheriff's Towing	0.00
E-0131-A006-A23.000	Background	530.00
E-0131-A006-A24.000	E-SORN	175.00
E-0131-A006-A28.000	Shop W/Cop	0.00
E-0131-A006-A30.000	Lifesaver	10.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	0.00
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Commissary Fund

E-5100-S000-S01.010	Supplies	45,372.09
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	1,243.00
E-5101-S001-S07.012	Equipment	646.00

Sheriff Reserve Account

E-9710-U010-U06.000	Other Expenses	421.48
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE SOIL CONSERVATION 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 August 3, 2011.

E-1810-L001-L14.000	Other Expenses	\$5,382.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE VARIOUS JUVENILE COURT 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 August 3, 2011.

FUND	AMOUNT
E-1582-S085-S08.000	
Computer Expenses	\$687.00
E-0400-M072-M04.000	
Drug Court Expenses	\$300.00
E-1589-S096-S12.000	
Other Expenses	\$2,674.53
E-0400-M062-M02.000	
Other Expenses	\$730.00
E-0400-M075-M01.000	
Other Expenses	\$22,691.19

E-0400-M078-M04.010	
Supplies	\$10,000.00
E-0400-M078-M05.000	
Other Expenses	\$21,420.56
E-0400-M067-M08.011	
Contracts	\$600.00
E-0400-M067-M01.002	
Salaries	\$2,655.00
E-0400-M060-M73.005	
Medicare Substance Abuse	\$525.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE SPECIAL EMERGENCY PLANNING FUND- LEPC

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 August 3, 2011.

E-1720-P090-P07.002	Salaries	12,500.00
E-1720-P090-P08.003	PERS	1,250.00
E-1720-P090-P09.004	Workers Comp	413.00
E-1720-P090-P03.000	Other Expenses	<u>2,402.00</u>
TOTAL		16,565.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S025 CHILDREN SERVICES 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 August 3, 2011.

S025 CHILDREN SERVICES FUND

E-2766-S025-S10.074	Transfers Out	\$ 75,301.50
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR N.S.L.A. OAKVIEW JUVENILE S031 FUND AND
OAKVIEW YOUTH ACTIVITY FUND S032

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 August 3, 2011.

N.S.L.A. OAKVIEW JUVENILE S031		
E-8011-S031-S02.000	Food (Meal Tickets)	142.50
E-8011-S031-S02.000	Food (June NSLA)	1,425.28
ACTIVITY FUND S032		
E-8012-S032-S00.000	Activity Fund	44.94

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHAB S030 FUND/
N.S.L.A. OAKVIEW JUVENILE S031 FUND AND
OAKVIEW YOUTH ACTIVITY FUND S032

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 August 3, 2011.

OAKVIEW JUVENILE REHAB S030

E-8010-S030-S51.002	Salaries	150.00
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N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000	Food (Meal Tickets)	67.50
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ACTIVITY FUND S032

E-8012-S032-S00.000	Activity Fund (Securus and clothing voucher)	125.44
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Upon roll call the vote was as follows:

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

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 August 3, 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	0.00
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	<u>0.00</u>
TOTAL		\$23,570.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE VICTIM-WITNESS ASSISTANCE PROGRAM 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 August 3, 2011.

E-1511-W080-P01.002	Salaries	\$ 1,000.00
E-1511-W080-P07.006	Hospitalization	1,395.00
E-1511-W080-P08.005	Medicare	200.00
E-1511-W080-P05.003	PERS	600.00
E-1511-W080-P09.000	Personnel	1,250.00
E-1511-W080-P03.000	Travel	15.00
E-1511-W080-P02.010	Supplies	<u>395.00</u>
TOTAL		4,855.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE PROSECUTOR'S VICTIM ASSISTANCE PROGRAM

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within fund for the Prosecutor's Victim Assistance Program Fund.

FROM	TO	AMOUNT
E-1511-W080-P09.000 PERSONNEL	E-1511-W080-P01.002 SALARIES	\$ 1,250.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to execute payment of Then and Now Certification dated August 1, 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:

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

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: **VETERANS** – Lucinda Maupin, Christy Taylor, John Burkett & Robert Nixon to travel to Columbus, OH, on July 28-28, 2011 to attend Ohio State Association of County Veterans Service Officers training.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meetings June 22, 2011.

Upon roll call the vote was as follows:

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

ANNOUNCEMENT REGARDING TOWN HALL MEETING: Commissioner Coffland announced the Somerset Township Town Hall scheduled for Thursday, August 4 at 7:00 p.m. has been cancelled and will be rescheduled at a later date.

IN THE MATTER OF HOLDING UNION TOWNSHIP "TOWN HALL" MEETING

Motion made by Mr. Coffland, seconded by Mr. Probst to hold the Union Township "Town Hall" meeting on Tuesday, August 16 at 7:00 p.m., Township Garage, 70098 Alexander St., Lafferty, Ohio and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE
FORWARDING OF FUNDS FROM THE
BELMONT COUNTY GENERAL FUND TO THE
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
PUBLIC ASSISTANCE FUND FOR MATCH MONIES**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the forwarding of twenty-thousand dollars (\$20,000.00) from the Belmont County General Fund to the Belmont County Department of Job & Family Services to be used as local funds in their Public Assistance Fund. These funds can be used as local funds for Federal Food Stamp and Medicaid match, thereby netting an additional twenty-thousand dollars (\$20,000.00) from the Federal program.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A CONTRACT WITH BELMONT
COMMUNITY HOSPITAL, INC., ON BEHALF OF BCDJFS TO PROVIDE
HOT AND FROZEN MEALS FOR SENIORS**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a an Agreement for Purchase of the Performance of Services Contract with Belmont Community Hospital, Inc., on behalf of the Belmont County Department of Job & Family Services, to provide hot and frozen meals prepared by the Contractor to the Purchaser for the consumption of seniors 60 years of age and older that reside in Belmont Co., in the amount not to exceed \$800,000.00, effective September 1, 2011 through August 31, 2012.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Agreement for Purchase of the Performance of Services Contract

BCDJFS Meals Preparation 2011-2012 (option for 2013)

This contract is entered into as of the 1st day of **September, 2011**, by and between the **Belmont County, Ohio Board of County Commissioners** ("Purchaser" or "Commissioners") (who enter into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and **Belmont Community Hospital, Inc.** (hereinafter "Contractor"), and will adhere to State of Ohio laws and rules and regulations promulgated thereunder, the policies of the BCDJFS, and the standards and requirements stated in this contract.

1. PURPOSE

The purpose of this contract is to provide hot and frozen meals prepared by the Contractor to the Purchaser for the consumption of seniors 60 years of age and older that reside in Belmont County, Ohio.

2. PARTIES

The parties to this contract are as follows:

Purchaser:	The Belmont County Board of County Commissioners 101 West Main Street St Clairsville, Ohio 43950 on behalf of: Belmont County Department of Job & Family Services 310 Fox Shannon Place St. Clairsville, OH 43950 740-695-1075
Contractor:	Belmont Community Hospital, Inc. 4697 Harrison Street Bellaire, Ohio 43906

3. CONTRACT PERIOD

This contract and its terms will become effective on September 1, 2011; provided that the anticipated date that BCDJFS will actually begin picking up meals is anticipated to be September 19, 2011, but pickup may begin on another date mutually agreed upon by BCDJFS and Contractor as long as that date is after the effective date of this contract. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is August 31, 2012, the contract but may be renewed by the parties for an additional year. To renew the contract, a contract must be signed by both the Purchaser and the Contractor sixty (60) days prior to August 31, 2012. On August 31, 2012, this contract will terminate without the need for further notice, unless it is further extended in writing or the termination date is modified by the parties in writing; however, if it is renewed, then it shall instead terminate without the need for further notice on the new termination date, unless that date is further extended (or modified) by the parties in writing..

4. SCOPE OF WORK

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

A. Contractor Responsibilities

- Contractor shall meet all requirements stated in this contract and faithfully perform all things to be done under it by Contractor, including the following:
Contractor will supply the BCDJFS with hot lunch meals daily, Monday through Friday, 52 weeks-a-year, that can be delivered to in-home Belmont County senior citizens ("Clients") well as congregate meal Clients in community centers, all such meals to be supplied by Contractor in the amounts ordered from time to time by BCDJFS. Based on the meals being provided by Belmont County levy funding as of the time the Contractor bid on this contract, the parties anticipate that once the service is fully operational, the number of hot meals per day will approximate 650 per day and 1200 frozen meals per week, which hopefully will increase with greater senior citizen participation; however, that number is not a guaranteed amount and there is no minimum number of meals to be ordered. Purchaser does not expect and Contractor is not obligated to provide more than the number of meals at the contracted per-meal rate(s) that the \$800,000 contract maximum would allow.
The meals will consist of the following (subject to modification by mutual agreement of Contractor and BCDJFS or as necessary to meet applicable state, federal or local laws or regulations):
3 oz. meat/protein
½ cup fruit/vegetable
½ cup starch/grain
8 oz. low fat milk
margarine and/or sour cream
labor and container included (see below)
Meals will be low sodium to allow the senior citizen Clients to season to taste. Meals will also meet special dietary needs for Clients that have specific dietary medical needs such as diabetic, etc., but the request for a special meal must come from BCDJFS. Meals will meet applicable local, state and federal laws and regulations regarding the meals being provided, including Ohio Department of Aging regulations.

Meals will be prepared at Belmont Community Hospital and picked up there by BCDJFS drivers: hot meals to be prepared and picked up daily Monday through Friday and frozen meals to be stored at Belmont Community Hospital and available for pick up by BCDJFS on Fridays and days before holidays (for weekends and holidays). Contractor will provide the meals in a microwavable, trim line container (covered for optimum transportability) that is transportable (out-the-door) and that is re-heatable by the Client.

At BCDJFS' request, Contractor will provide education sessions on nutrition, exercise, etc. to Belmont County senior citizens at no cost, and health care screenings (with no or minimum fee to Clients to cover supplies only). These events will be scheduled between Contractor and a representative of BCDJFS, with frequency and content of offerings to be mutually agreed upon by them.

2. Contractor agrees not to use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
3. The Contractor shall submit invoices in accordance with Article 7 of this contract.
4. The Contractor will submit monthly reports reflecting number of hot meals and frozen meals supplied to Purchaser.
5. Contractor agrees to communicate any issues or concerns related to this contract to Purchaser in a timely manner so they can be properly addressed. Resolution of any matters will be decided collectively by both parties.

B. Purchaser Responsibilities (meaning BCDJFS on behalf of Purchaser)

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement and monitor the provision of services under this contract.
2. The Purchaser agrees to maintain communication with the Contractor on number of meals needed, and any increase or decrease in caseload size on a regular basis.
3. Purchaser agrees to communicate any issues or concerns related to this contract to Contractor in a timely manner so they can be properly addressed. Resolution of any matters will be decided collectively by both parties.

5. AVAILABILITY OF FUNDS; OWNERSHIP OF LOCAL, STATE, OR FEDERAL MATHING FUNDS; COOPERATION IN STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this contract are contingent upon the continued availability of funds. In no event shall the amount of payment to Contractor under the terms of this contract exceed eight hundred thousand dollars (\$800,000). If senior citizen participation increases, the parties may mutually increase this amount by written modification of this contract, subject to applicable laws and regulations and available funds. It is understood and agreed that the Commissioners may utilize levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this contract shall be construed to require the Commissioners to fund this contract from the general revenue funds of Belmont County.

Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this contract as a result of:

- the use of the Belmont County levy funds; and/or
- the payments made by the County or BCDJFS;

under this contract are the property of Belmont County, and if Contractor receives any such funds, the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County at the time and in the manner directed by the Purchaser or their designee.

6. ALLOWABLE COSTS

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

7. BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted each month by the Contractor no later than the 15th day of the following month. 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 (30) 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 is made. For example, we agree that a certain number of meals will be made, but fewer are made due to unforeseen circumstances such as power outages, equipment breakdown, etc.

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

Hot Meals **\$ 3.50** per meal (three dollars and fifty cents per meal)

Frozen Meals **\$ 2.50** per meal (two dollars and fifty cents per meal)

The above costs are all inclusive consisting of product, labor to prepare, and packaging. There will be no further charges to the Purchaser over and above the cost of the meals, both hot and frozen.

It is anticipated that the Contractor will invoice Purchaser on a monthly basis for reimbursement of meals supplied from the previous month, and will be reimbursed within thirty (30) days upon receipt of request for payment with documentation. The meal cost will be reviewed semi-annually by the Contractor or the Purchaser, and may be adjusted no more than 3% either up or down upon a written request for a payment adjustment by the Contractor to the Purchaser, or vice versa. The price adjustment will be based on the Consumer Price Index for All Urban Consumers (CPI-U) issued by the United States Department of Labor, Bureau of Labor Statistics web site on or about the dates indicated herein (not as subsequently adjusted). To that end, within fifteen (15) days of March 1, 2011, the Contractor or Purchaser may deliver a written request to the other for an adjustment in the per meal prices, and if so requested, the adjustment will be made based on the same percentage and in the same direction (up or down) that the February 2012 CPI-U varies from the August 2011 CPI-U. If this contract is renewed and this provision preserved, the next adjustment may be requested within fifteen (15) days of September 1, 2012 and would be based on a comparison of the August 2012 CPI-U to the February 2012 CPI-U, and so on (next adjustment to be requested within 15 days of March 1, 2013). Fractions of a cent in the resulting meal price(s) will be rounded to the nearest whole cent, and the new rounded price will be the basis for the next adjustment, if any. As noted in Article 5, the annual total of requests for reimbursement submitted to Purchaser is not to exceed \$800,000. If it appears the maximum amount of this contract will be exceeded, the Purchaser has the ability to increase the amount through an amendment process with the Contractor.

8. DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered 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.

9. AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be conducted 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. If 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.

10. INTELLECTUAL PROPERTIES

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.

11. WARRANTY

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

12. INSURANCE

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

13. NOTICE

Notice as required under this contract 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.

14. 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 contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

15. 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.

16. 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 contract. Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, Board of County Commissioners, or other county employees involved in the negotiation of this contract 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.

17. 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. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this contract.

18. 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 and the Belmont County Board of Commissioners.

19. ASSIGNMENTS

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

20. 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.

21. 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, and in the ITB that resulted in this contract, and Contractor's Response to the ITB. This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the goods, services, and related matters that are the subject of this contract.

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.

22. TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party ninety (90) days prior to the effective date of termination (but see also Article 23 below). Should Contractor wish to terminate this contract prior to the stated termination date, notice to Purchaser must be delivered ninety (90) 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 within one (1) month, subject to the same

exceptions to that repayment schedule as are set forth in Article 9 of this contract. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article 7 to the Contractor.

23. 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. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, 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-breaching party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

24. WAIVER

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

25. INDEMNIFICATION

Contractor and Purchaser agree to hold each other harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party's officers, employees and agents in the performance of this contract. Contractor and Purchaser are responsible to maintain their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Purchase or BCDJFS, their officers, employees and agents, it being intended hereby that no other assets of Purchaser or BCDJFS shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.

26. 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.

27. 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.

28. 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 Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; 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 in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); Ohio Administrative Code Chapter 173-4-05 and [insert here other clauses applicable that would be applicable to services provided by Contractor that are incorporated by Ohio Department of Aging Rules and particularly 173-3-06 Mandatory Clauses for provider agreements]; applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

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, military status, Vietnam-era veteran status, genetic information, 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.

29. CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, Ohio Department of Job and Family Services, 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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. The Contractor may charge a fee for this service. That fee is set by the Contractor, but must be reasonable based on a price per copy.

36. 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).

37. 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).

38. 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).

39. 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.

40. PROCUREMENT

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

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this contract, Contractor will reasonably cooperate with the Purchaser's and BCDJFS's efforts to qualify the County's senior meal services program (or other value added services provided under this contract) for participation and reimbursement under Title III, Passport, or other applicable state and federal social programs.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

<u>Matt Coffland /s/</u>	<u>8/3/11</u>
Matt Coffland, President, Belmont County Commissioners	Date

_____	_____
Ginny Favede, Belmont County Commissioner	Date

<u>Charles R. Probst, Jr. /s/</u>	<u>8/3/11</u>
Charles R. Probst, Jr., Belmont County Commissioner	Date

<u>Dwayne D. Pielech /s/</u>	<u>8-3-11</u>
Dwayne D. Pielech, Director Belmont County Dept. of Job & Family Services	Date

FOR BELMONT COMMUNITY HOSPITAL, INC.

<u>John F. DeBlasis /s/</u>	<u>8-1-11</u>
John F. DeBlasis, Senior Administrator	Date

APPROVED AS TO FORM

<u>David K. Liberati /s/</u>	<u>8-1-11</u>
David K. Liberati Assist. Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING PAY APPLICATION FOR H.E. NEUMANN CO. FOR COURTHOUSE ANNEX #3/BUILDINGS AND GROUNDS

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign Pay Application No. 11223-7 for H.E. Neumann Co., Wheeling, WV, in the amount of \$9,211.50, for the Belmont County Courthouse Annex #3 project (former Thoburn Church) based upon the recommendation of Larry Siebieda, Architect.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF ALIQUOR PERMIT FROM G & K's TAVERN LLC DBA G & K's TAVERN TO SCOOTER'S PLACE, LLC RICHLAND TOWNSHIP, GLENCOE, OHIO

Motion made by Mr. Coffland, seconded by Mr. Probst to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a transfer D1, D2, & D3 liquor permit from G & Ks Tavern LLC DBA G & Ks Tavern, 50101 Glencoe Stewartsville Rd, 1st Fl, Richland Twp., to Scooters Place LLC, same address; Permit No. 7919926. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Note: D1 Beer only for on premises consumption or in sealed containers for carry out.

D2 Wine and certain prepackaged drinks for on premises consumption or in sealed containers for carry out.

D3 Spirituous liquor for on premises consumption only, until one a.m.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AWARDING BID FOR ENGINEER'S PROJECT 11-5, BEL-10-19.13 BRIDGE REPLACEMENT PROEJCT

Motion made by Mr. Coffland, seconded by Mr. Probst to award the bid for the Belmont County Engineer's Project 11-5, BEL-10-19.13, BRIDGE REPLACEMENT PROJECT, to the low bidder, Ohio-West Virginia Excavating Co., in the amount of \$647,135.00, based upon the recommendation of Fred Bennett, County Engineer.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING CONTRACT WITH OHIO WEST VIRGINIA EXCAVATING FOR CREEK CLEAN UPS

Motion made by Mr. Coffland, seconded by Mr. Probst to accept the estimate and enter into contract with Ohio West Virginia Excavating in an amount not to exceed fifty-thousand dollars (\$50,000.00) for creek clean ups in the following areas and to bypass the competitive bidding process as stipulated in the resolution declaring a state of emergency in Belmont County dated June 20, 2011 per ORC 307.86:

- Patterson Run
- Lansing Commons (Willow)
- Lansing Sportsman Club & Rt. 40
- Stonehouse (Taflon Steel)
- Jungle Inn

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

Attention: Cindi

Subject: Belmont County – FEMA Creek Clean-Up Projects:

Dear Commissioners:

Following are budget number for the FEMA Creek Clean-Up Projects:

- Patterson Run \$9,755.00
- Lansing Commons (Willow) \$9,755.00
- Lansing Sportsman Club & Rt. 40 \$9,315.00
- Stonehouse (Taflon Steel) \$9,755.00
- Jungle Inn \$9,755.00

NOTE: The above numbers are budgets only, the final contract amounts will be based on mutually agreed upon time and material records. If you have any questions or require additional information, feel free to contact me at your convenience.

Sincerely,
Dennis Palicka /s/
Dennis Palicka
Estimator

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH PROPERTY OWNERS TO ENTER PRIVATE PROPERTY TO ACCESS CREEKS AND STREAMS TO PROVIDE FLOOD RELATED RELIEF

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into agreement with the following property owners to allow individuals to enter private property to access creeks and streams to provide flood related relief as a result of heavy rains and flash flooding that occurred in June in various areas of Belmont County:

- Marvin D. Hess, 65590 Willow Grove Rd., Bellaire
- James J. Seladoki, 65645 West Echo Rd., Neffs
- Sharon Hunley, 65751 West Echo Rd., Neffs
- Joseph Nace, 65677 West Echo Rd., Neffs
- Michael L. Suponcic, 65711 W. Echo Rd., Neffs
- Joy Lynn Aul, 55000 National Rd., Bridgeport
- Charles Bell, 65721 West Echo Rd., Neffs
- Merrel Shreve, 65591 Willow Grove Rd., Neffs

DISCUSSION HELD: Commissioner Probst questioned if the agreement should reference the first event of the April and May rains and how that might affect funding. He suggested the roll call be held until the board checks further.

IN THE MATTER OF AUTHORIZING THE SIGNING OF THE RENEWAL OF THE LEADS PARTICIPATION AGREEMENT FOR BELMONT COUNTY 911

Motion made by Mr. Probst, seconded by Mr. Coffland authorizing Board President Matt Coffland to sign, on behalf of the Board of Belmont County Commissioners, the renewal of the LEADS Participation Agreement for Belmont County 9-1-1.

Participation Agreement

(A) LEADS with terminal agency

I accept responsibility to comply with rules 4501:2-10-01 to 4501:2-10-12 of the Administrative Code governing LEADS. Failure to abide by these rules may result in the termination of LEADS services and/or prosecution when appropriate, as set forth in rule 4501:2-10-11 of the Administrative Code. By endorsing the agreement the administrator agrees to cooperate to:

- (1) Investigate alleged violations of LEADS/NCIC/NLETS rules
- (2) Take appropriate administrative or criminal action when applicable and notify the LEADS CSO in writing as soon as possible.
- (3) Maintain appropriate service level agreements on any agency owned equipment used as the primary LEADS terminal and to resolve service fees when needed
- (4) Complete the new administrator indoctrination training
- (5) Utilize only standard, LEADS accepted, network communication protocols for systems connected to LEADS. No special code or programming shall be installed on the LEADS network to communicate with an individual agency. The agency equipment shall utilize one of the standard protocols offered by LEADS. If at any time the local equipment is suspected of causing problems on the LEADS network, the local agency shall disconnect their equipment from the LEADS communications lines. The equipment shall remain disconnected until it is determined the problem does not reside in the local agency equipment or the agency equipment has been repaired at the agency expense.
- (6) Allow no special programming code which would enable communication to an individual agency to be installed on systems connected to LEADS without prior approval of the chair of the LEADS steering committee.
- (7) Remove any local equipment connected to LEADS that is suspected of causing system network problems.

Terminal agency name: Belmont County 911
Address: 68331 Bannock Rd., St. Clairsville, OH 43950
Terminal agency ORI: OH007013P - Telephone: (740) 695-9104
Terminal agency authorized agent:
Robyn Marshall /s/
(agency administrator)

Robyn Marshall, Director
(name & title typed or printed)

Date: July 28, 2011

If you do not have authority to commit this agency to a financial agreement, this document shall also be signed by the person(s) having such authority:

Matt Coffland /s/

(agency fiscal commitment)

Matt Coffland

PRESIDENT BOARD OF BELMONT COUNTY COMMISSIONERS

Date: 8/3/11

LEADS Steering Committee Chairperson:

(name & title typed or printed)

Date: _____
Upon roll call the vote was as follows:

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

**IN THE MATTER OF SUBDIVISION HEARING
FOR TINMAR SUBDIVISION, RICHLAND TOWNSHIP SEC 16, T-7, R-5**

10:30 A.M. Present: Ruth Graham, Engineer’s Office and Richland Township Trustee Greg Bizzarri. Ruth advised the property owners are Mike DeRosa and Ron Presutti. She advised that late yesterday the surveyor called her and said the buyer for Lot #5 has hired Architect Larry Siebieda to do his proposed building. The request was to pull back 10 feet and create a 20 foot setback, with the 30 remaining on the rest of the lots. She called the surveyor, Bill Street, back this morning in anticipation of this being approved with the variance on the setback line. She had Bill do plat. Because of the timing the Engineer has not signed and it still needs signed and notarized by the subdividers. Mr. Bennett was not able to be here today, but Ruth advised he does not have a problem with this variance and this setback. Mr. Bizzarri stated without the other trustees, he’s got no comment, as it takes two (2) of the three (3) and he did not know that was going to happen. Mr. Siebieda said the owner needs more space to build on this lot. Ruth said typically that variance request comes before the plat is before the board. This should have been taken care of before. Mr. Probst questioned if this would restrict the trustees. Ruth said it is typically for site distance and doesn’t affect the turnaround. Mr. Siebieda commented that we are really only looking at the one lot and it’s the only one encroaching. There was discussion as to which was the right lot, #4 or #5. The surveyor marked the wrong lot according to Mr. Siebieda. It was decided to table this hearing until the issues could be cleared up.

Motion made by Mr. Probst, seconded by Mr. Coffland to table hearing on the Final Plat for Tinmar Subdivision, Richland Township, Sect. 16, T-7, R-5 until Wednesday, August 10 at 10:45 a.m.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: BELMONT COUNTY FAIRGROUNDS – Dave Jones advised work continues on the fairgrounds. Another building will be completed this year with an addition to an existing building. About 3,000 foot more pipe has been laid to put the gray water around the outside the perimeter of the midway. Sewage is needed very badly. He said the fairboard is very appreciative of all the help that has been given to them by the Commissioners. The entertainment is in place. The restroom situation is a big issue. They are renting shower houses at a cost of \$3,000 per year.

**IN THE MATTER OF QUARTERLY TOURISM REPORT
FOR APRIL, MAY AND JUNE 2011**

10:45 Eugene “Doc” Householder, Executive Director, Belmont Co. Tourism

Re: Quarterly Tourism Report

Doc’s report covers the period of April, May and June, 2011. He said they met with the architect regarding renovations at the former Sheriff’s residence and looked over the drawings. Target date to finish is December 2011. The Belmont County Rubberneck Tour this year will be in the area of Raven Rocks. Channel 9 filmed a story in Barnesville that Doc was a part of. A display was set up at OUE Campus Fitness Center when the Belmont Soil & Water Conservation and the Friends of Captina Creek held the Jack Hanna event. TV coverage was given for the heroes billboard on I-70 at Bridgeport and also for the upcoming National Road Wagon Train and Historic National Road Yard Sale. There continue to be many visitors stopping for road maps and information.

Sue Douglass, Executive Director of the CIC/DOD, said she was present in support of tourism and stated it is an economic development tool for the county. She reported Belmont County’s unemployment rate is at 8.3%, which is much better than the surrounding counties. She said a lot of that has to do with tourism. She presented an article for the Dayton Daily News that said in-state travel generates tourism jobs. In Ohio 10,600 new jobs were added last month because of tourism. That is an increase of 7% from 2009. She also encouraged the board to continue supporting the park districts.

**IN THE MATTER OF BID OPENING FOR THE
OUE BRICK TAVERN HOUSE ROOF AND ROOF
DRAINAGE SYSTEM REHABILITATION**

This being the day and 11:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the OUE Brick Tavern House Roof and Roof Drainage System Rehabilitation they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
The Durable Restoration Company	Present	Base \$ 175,000.00
1050 N. Fourth St.		Alt. 1 (-) \$1,800.00
Columbus, OH 43201		Alt. 1A (-) \$6,300.00
		Alt. 1B + \$2,200.00
		Alt. 2 + \$4,300.00
		Alt. 3 + \$4,500.00
		Alt. 4 + \$7,000.00
		Alt. 4A + \$1,600.00
		Alt. 4B + \$1,600.00
		Alt. 4C + \$3,200.00
		Alt. 4D + \$1,600.00
		Alt. 5 + \$9,900.00
		Alt. 6 + \$ 9,900.00
		Alt. 7 + \$5,900.00

G & W Roofing & Construction, Inc.
672 Christy Road
Eighty Four, PA 15330

Bid Bond
Present

Base \$ 193,500.00
Alt. 1 (-) \$1,900.00
Alt. 1A (-) \$13,950.00
Alt. 1B + \$950.00
Alt. 2 + \$6,500.00
Alt. 3 + \$3,800.00
Alt. 4 + \$6,100.00
Alt. 4A + \$1,880.00
Alt. 4B + \$1,880.00
Alt. 4C + \$3,700.00
Alt. 4D + \$1,880.00
Alt. 5 + \$6,800.00
Alt. 6 + \$7,900.00
Alt. 7 + \$4,600.00

Present for the bid opening were Al Molnar of The Intelligencer and Michael Schuler of The Times-Leader.

Motion made by Mr. Probst, seconded by Mr. Coffland to turn over all bids received for the OUE Brick Tavern House Roof and Roof Drainage System Rehabilitation to Clerk Jayne Long to forward to Mike McTeague of Ohio University Eastern for review and recommendation.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: BELLAIRE ARMORY BUILDING – Mr. Probst advised he received a phone call from Congressman Bob Gibbs last week. Mr. Probst said an e-mail should be received today from the U.S. Government Service Administration to Port Authority Director Larry Merry regarding their asking price for the armory building. They had an appraisal done on the facility. The GSA had felt that due to the many break-ins and the asbestos throughout the building that it would need torn down. Negotiations have been ongoing between the both of our local congressmen, Senator Sherrod Brown and Senator Rob Portman, and the GSA to get the asking price down. The Port Authority is interested in purchasing the property for economic development. This would allow MPR to expand their business and become much more efficient in the rail industry. This is all tied to jobs. It has been going on for one and one-half years and is holding up our businesses that need to expand. Mr. Merry advised our legislators have been very responsive and spent a lot of time on this. Mr. Probst noted all of our federal legislators need to be commended for the hard work they have put in on this process.

IN THE MATTER OF ADDITIONAL ALLOCATION OF FUNDS TO THE BELMONT COUNTY AGRICULTURAL SOCIETY FOR TRACTOR/MOWER

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the additional allocation of \$14,000.00 from the Belmont County General Fund to the Belmont County Agricultural Society for the purchase of a riding tractor/mower.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:55 A.M.

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into executive session with Director Dwayne Pielech, BCDJFS, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception to consider the employment, promotion and compensation of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:40 P.M.

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn executive session at 12:40 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTIONS WERE TAKEN:

IN THE MATTER OF PROMOTION AND PAY RANGE ADJUSTMENT FOR MRS. LORI BITTENGLE/ BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Mr. Probst, seconded by Mr. Coffland to authorize the promotion and pay range adjustment of Mrs. Lori Bittengle, Belmont County Department of Job & Family Services, from Public Assistance Case Manager to Program Specialist/Supervisor.

RESOLUTION

WHEREAS, the Ohio Revised Code empowers, the Belmont County Board of Commissioners to establish compensation and set benefit levels for the Belmont County Department of Job and Family Services non-bargaining unit employees and,
WHEREAS, the Agency will be overseeing all operations of senior citizens programs, thereby incurring significant management and financial responsibilities which has led to increased workload and assignments, and
WHEREAS, with this promotion, Mrs. Bittengle will be responsible for the supervision of bargaining unit employees of the Senior Centers along with developing, coordinating and implementing education and care programs for the seniors;
NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to promote Lori Bittengle from the position of Public Assistance Case Manager to Program Specialist/Supervisor. Mrs. Bittengle's wages to increase from Pay Range 28, Step Seven (base rate \$22.89) to Pay Range 32, Step Four (base rate \$24.26), a base rate rage increase of \$1.37per hour.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING
THE HIRING OF DEBORAH REED AS A FULL TIME PERMANENT
INCOME MAINTENANCE AIDE II FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

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

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

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

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to hire Deborah Reed as an Income Maintenance Aide. Mrs. Reed will be employed as a full-time permanent bargaining unit employee. Her wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 12:43 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter executive session with Mike Kinter, Human Resource Manager, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception to consider the employment, dismissal and compensation of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 1:05 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn executive session at 1:05 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTIONS WERE TAKEN:

**IN THE MATTER OF GRANTING A WAGE
INCREASE FOR MARK ESPOSITO, DIRECTOR,
BELMONT CO. SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to grant a wage increase for Mr. Mark Esposito, Director of the Belmont County Sanitary Sewer District, in the amount of one dollar (\$1.00) per hour effective pay period ending March 26th, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING A WAGE
INCREASE FOR DWAYNE PIELECH, DIRECTOR,
BELMONT CO. DEPT. OF JOB & FAMILY SERVICES**

Motion made by Mr. Coffland, seconded by Mr. Probst to grant a wage increase for Mr. Dwayne Pielech, Director of the Belmont Department of Job and Family Services, in the amount of one dollar (\$1.00) per hour effective pay period ending March 26th, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE
TERMINATION OF COMMISSIONERS'
EMPLOYEE CANDYCE GILLESPIE**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the termination of Belmont County Commissioners' employee Candyce Gillespie effective July 29, 2011. This action is accepted and agreed to by Ms. Gillespie as a direct result of her personal circumstances which prevent her from fulfilling her job responsibilities at this time.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING
OF NICOLE S. STEWART AS OFFICE ASSISTANT I
AND FAIR HOUSING COORDINATOR/COMMISSIONERS**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the hiring of Ms. Nicole S. Stewart as a full time Office Assistant I for the Belmont County Commissioners' office at the hourly rate of eight dollars and fifty cents (\$8.50), effective August 15, 2011, subject to the standard 120 day probation period; Ms. Stewart will also assume the duties of Belmont County Fair Housing Coordinator. Upon successful completion of her probationary period, Ms. Stewart will receive a \$.50 per hour pay increase.

Upon roll call the vote was as follows:

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

RECONVENED FRIDAY, AUGUST 5, 2011

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

ABSENT: COMMISSIONER GINNY FAVEDE

Note: Roll call for the following motion was held earlier to allow the board time to research the issue further. It was determined through discussion with Dave Ivan, EMA Director, that the April-May rain events should not be included in the agreements. The motion was re-read and approved as follows:

IN THE MATTER OF ENTERING INTO AGREEMENT WITH PROPERTY OWNERS TO ENTER PRIVATE PROPERTY TO ACCESS CREEKS AND STREAMS TO PROVIDE FLOOD RELATED RELIEF

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into agreement with the following property owners to allow individuals to enter private property to access creeks and streams to provide flood related relief as a result of heavy rains and flash flooding that occurred in June in various areas of Belmont County:

- Marvin D. Hess, 65590 Willow Grove Rd., Bellaire
- James J. Seladoki, 65645 West Echo Rd., Neffs
- Sharon Hunley, 65751 West Echo Rd., Neffs
- Joseph Nace, 65677 West Echo Rd., Neffs
- Michael L. Suponcic, 65711 W. Echo Rd., Neffs
- Joy Lynn Aul, 55000 National Rd., Bridgeport
- Charles Bell, 65721 West Echo Rd., Neffs
- Merrel Shreve, 65591 Willow Grove Rd., Neffs

AGREEMENT

This Agreement made this ____ day of _____, 2011, by and between the undersigned owner(s) and the Belmont County Commissioners.

WITNESSETH

That for and in consideration of the mutual covenants and conditions set forth herein the parties agree as follows:

1. The undersigned are owners of real estate located in Belmont County, Ohio, which real estate has been damaged by a flash flood which occurred in June, 2011.
2. The undersigned have requested the assistance of Belmont County in removing debris, damaged personal property, and other items from the undersigned's premises which debris and other items may cause health and safety concerns to the owners and the general public.
3. Belmont County has agreed to provide assistance in the cleanup effort and to remove items of debris which cause safety and health hazards from the premises.
4. The parties agree that the removal of items is solely within the discretion of Belmont County, and that all items of debris may not be removed by Belmont County during this cleanup process.
5. The undersigned recognize that the primary responsibility for cleanup of the property is with the undersigned owners.
6. In consideration for the assistance offered by Belmont County, Owners grant an easement to Belmont County to come upon Owner's premises with personnel and equipment to accomplish the cleanup and debris removal.
7. In consideration for the assistance offered by Belmont County, the undersigned hereby agree to hold Belmont County harmless for any and all damages that may occur to the undersigned's property during this debris removal process, and the undersigned further agree to release and discharge Belmont County, its employees, agents, contractors and all other persons acting in concert with Belmont County during this cleanup and debris removal from any and all liability associated with the requested cleanup of the premises.
8. The undersigned reserves the right to terminate this Agreement immediately upon notice to Belmont County, it being the understanding that the assistance provided by Belmont County is voluntarily given at the request of the undersigned, and not mandatory.

Executed this ____ day of _____, 2011.

Owner

Owner

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

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	Absent

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:35 P.M.

Motion made by Mr. Coffland, seconded by Mr. Probst to enter executive session with Dwayne Pielech, Director, Belmont County Department of Job & Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception to discuss the hiring and compensation of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:40 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session at 12:40 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION THE FOLLOWING ACTIONS WERE TAKEN:

IN THE MATTER OF AUTHORIZING THE HIRING OF ROSA ZENO AS A FULL TIME PERMANENT CASE MANAGER – PUBLIC ASSISTANCE FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

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

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

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, at his discretion, the authority to hire Rosa Zeno as a Public Assistance Case Manager. Ms. Zeno will be employed as a full time permanent, bargaining unit employee. Her wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE HIRING OF LAURIE MAYERES AS AN INTERMITTENT INCOME MAINTENANCE AIDE FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

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

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

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to hire Laurie Mayeres as an Income Maintenance Aide. Ms. Mayeres will be employed as a temporary intermittent non-bargaining unit employee to be hired full-time permanent at the discretion of the Director. Wage compensation shall be in accordance with the current non-bargaining unit salary schedule.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:05 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session at 1:05 p.m. with Mike Kinter pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of public employees.

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 1:30 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session at 1:30 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 1:32 P.M.

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 1:32 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 10th day of August, 2011.

_____ COUNTY COMMISSIONERS

We, Matt Coffland 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