

St. Clairsville, Ohio

December 10, 2009

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

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

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

**"BILLS ALLOWED"**

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. 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-Draft-Co	Web Hosting, GIS Projects	500.00
A-Eastern Division Court	October Credit Card Fees	42.21
S-Eastern Division Court	October Credit Card Fees	22.96
A-Randall L. Marple	Reimburse Travel Expense/Clerk of Courts	362.52
E-Power Phone	Emergency Medical Dispatcher Training.9-1-1	1,677.00
G-Belmont County Tourism	December Operating Expenses	20,000.00
K-Fred Bennett	Reimburse Travel Expense/Engineer	113.40
K-Shereza O'Hara	Reimburse Travel Expenses/Engineer's Office	114.30
M-Belmont Co DHS Childrens Services	Placement // Juvenile Court	6,361.77
M-Dana Mistak	Reimburse Mileage// Juvenile Court	55.35
N-Suburban Maintenance Construction	Bridge Replacement, Maynard/Engineer	97,120.00
N-Tri-Son Concrete	Concrete, Road & Bridge Improvements/Engineer	1,990.00
O-Ohio Dept of Development	Dec Loan payment/Fox Commerce	3,292.31
P-Erb Electric	Contract Services/Water Department	240.00
P-Jo Stiles	Reimburse Travel Expenses/Water Department	45.00
P-Michael Murray	Contract Services/ Water Department	188.58
P-Times Leader	Advertisement/Water Department	197.44
P-Travis Vensel	Contract Services/Water Department	164.62
S-Draftco	Supplies/Clerk of Courts	22.36
S-BIS	Digital Recordings Maintenance, Northern Court	1,398.50
S-Chadwick Center	Conference Fees,/Juvenile Court	505.00
S-Comcast	Internet Service/ Northern Court	111.86
S-DDC	Scanner/Clerk of Courts	1,171.27
M-DD Communications	Computer/Juvenile Court	1,782.47
S-DD Communications	Computer/Juvenile Court	101.08
S-Gwen Morganstern	Reimbursement/Juvenile Court	60.00
T-Chase Bank	CDBG Funds	140.00
W-Clerk of Courts	DRETAC/Treasurer	1,480.80
W-Delinquent Collections of Ohio, Inc.	Contract Services/Treasurer	3,478.10
Y-Health Plan	December premium	139,001.38
Y-Health Plan, PPO	December premium	200,058.57
Y-Belmont County Drug Task Force Fund	Drug Task Force Monies/Prosecutor's Office	4,530.98

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Recapitulation of Vouchers dated for December 10, 2009, as follow:

<b>FUND</b>	<b>AMOUNT</b>
A-GENERAL	\$7,333.35; \$9,306.46; \$121,838.16; \$1,811.80; \$27,035.22; \$10,037.83; \$74.00
A-General Fund, Chest Clinic	\$460.10
A-General Fund, 9-1-1	\$1,178.44
A-General Fund, Juvenile Court	\$2,697.98
A-General Fund, Sheriff	\$3,665.27; \$867.41; \$758.91
A-General Fund, EMA	\$3,144.42
H-Job & Family, Child Support	\$718.50
H-Job & Family, PA	\$19,493.43; \$967.65; \$234.72; \$26,011.13; \$8,773.91
H-Job & Family, Workforce	\$13,812.63; \$91,080.18
K-Engineer's M.G.V.T.	\$19.72; \$9,262.71; \$2,319.39
M-Juvenile Court, Random Moments, Title IV-E	\$425.56
M-Juvenile Court, Placement	\$514.96
P-Belmont County Sanitary Sewer	\$1,704.28; \$397.51; \$11,550.37; \$40,403.14; \$562.55; \$324.55; \$27,514.38; \$5,964.69; \$7,186.00, \$4,050.08
S-Eastern Court Special Projects	\$1,852.39; \$398.90
S-District Detention	\$18,440.22; \$918.95
S-Job & Family, Childrens Services	\$97,484.89; \$27,875.01
S-Juvenile Court, Special Projects	\$330.00
S-Oakview Juvenile Residential	\$2,689.68
S-Port Authority	\$328.10
S-Standard Forms Company	1,178,006
S-Western Court, Special Projects	\$1,146.78; \$9,208.67
T-Belmont County Sanitary Sewer	\$42.75

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>Auditors:</b>		
E-0011-A001-B09.003 PERS	E-0011-A001-B02.002 Salaries	\$3,200.00
E-0011-A001-B09.003 PERS	E-0011-A001-B03.010 Supplies	\$11,000.00
E-0012-A001-B12.002 Salaries	E-0011-A001-B04.012 Equip	\$3,800.00
E-0013-A001-B16.002 Salaries	E-0011-A001-B04.012 Equip	\$2,500.00
E-0012-A001-B14.003 PERS	E-0011-A001-B04.012 Equip	\$663.35
E-0013-A001-B18.003 PERS	E-0011-A001-B04.012 Equip	\$538.13
E-0011-A001-B09.003 PERS	E-0011-A001-B04.012 Equip	\$328.10
E-0011-A001-B09.003 PERS	E-0011-A001-B04.012 Equip	\$2,000.00
E-0011-A001-B06.007 Unemploy	E-0011-A001-B04.012 Equip	\$471.01
<b>911:</b>		
E-0056-A006-E05.000 Cont Repairs	E-0056-A006-E04.011 Cont Services	\$5478.64
<b>Public Defender:</b>		
E-0170-A006-G08.000 Travel	E-0170-A006-G09.003 PERS	\$140.00
<b>Recorders:</b>		
E-0121-A006-B11.000 Other Expenses	E-0121-A006-B02.002 Salaries	\$1,362.00
E-0121-A006-B11.000 Other Expenses	E-0121-A006-B09.003 PERS	\$238.00
E-0121-A006-B03.010 Supplies	E-0121-A006-B09.003 PERS	\$92.68
<b>Health Dept:</b>		
E-0300-A008-B10.003 PERS	E-0300-A008-B01.002 Salaries	\$945.00

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stab (Sheriff's Admin Staff Salaries)	E-0131-A006-A02.002 Admin Salaries	\$ 4,762.40

Upon roll call the vote was as follows:

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

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

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfers within General Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A01-A25.003 PERS	E-0054-A006-F05.003 EMA PERS	\$ 229.54
	E-0056-A006-E08.003 911 PERS	\$2,666.80
E-0055-A004-B16.003 PERS	E-0061-A002-B14.003 CPleas PERS	\$1,220.32
	E-0121-A006-B09.003 Recorder PERS	\$ 339.51
	E-0141-A001-C09.003 Treas PERS	\$1,291.37
	E-0170-A006-G09.003 Pub Def PERS	\$ 125.91
	E-0210-A001-F02.003 Bud Com PERS	\$ 391.37
E-0055-A004-B16.003 PERS	E-01310A006-A13.003 Sheriff PERS	<u>\$3,936.53</u>
	<b>Total</b>	<b>\$10,201.35</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR  
THE GENERAL FUND/TREASURER**

Motion made by Mrs. Favede seconded by Mr. Coffland to approve the following transfers within fund for the General Fund/Treasurer.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0141-A001-C02.002 Salaries	E-0141-A001-C11.000 Other Expenses	1,791.90
E-0141-A001-C12.000 Banking Fees	E-0141-A001-C11.000 Other Expenses	<u>336.66</u>
<b>TOTAL</b>		<b>2,128.56</b>

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A017-A00.000 Contingency (money necessary for the purchase of two Veterans Transport Vans)	E-0161-A009-C08.000 Other Expenses	\$28,200.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN  
REAL ESTATE ASSESSMENT J00 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer within Real Estate Assessment J00 Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1310-J000-J01.002 Salaries	E-1310-J000-J04.003 PERS	\$799.67
E-1310-J000-J01.002 Salaries	E-1310-J000-J06.000 Other Expenses	\$3,281.55

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN  
WWS#3 O003 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfers within WWS#3 O003 Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9200-O003-O12.000 Trans Out	E-9200-O003-O03.050 Bond Payment	\$2,135.73
E-9200-O003-O12.000 Trans Out	E-9200-O003-O03.051 Interest Payment	\$798.00
	<b>Total</b>	<b>\$2,933.73</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN  
WWS#3 P005 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer within WWS #3 Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P24.013 Projects	E-3702-P005-P31.000 Other Expenses	\$6,000.00
E-3702-P005-P24.013 Projects	E-3702-P005-P35.005 Medicare	\$600.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN  
SSD#2 P053 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfers within SSD#2 Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P08.013 Projects	E-3705-P053-P03.012 Equipment	\$2,000.00
E-3705-P053-P16.074 Trans Out	E-3705-P053-P13.003 PERS	\$5,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN  
COMMON PLEAS COURT SPECIAL REVENUE S089 FUND**

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer within Common Pleas Court Special Projects S089 Fund.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1572-S089-S07.003 PERS	E-1572-S089-S01.000 Other Expenses	\$26.84

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, 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 months of October and November 2009.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>October</b>		
E-3711-T010-T04.074 Transfer Out	R-3701-P003-P15.574 WWS#2 01004003	\$232.61
	R-3702-P005-P15.574 WWS#3 02004003	\$458.66
	R-3704-P051-P08.574 SSD#1 03004003	\$49.50
	R-3705-P053-P08.574 SSD#2 04004003	\$36.00
	R-3706-P055-P08.574 SSD#3A 06004003	\$217.63
	<b>Total</b>	<b>\$994.40</b>
<b>November</b>		
E-3711-T010-T04.074 Transfer Out	R-3701-P003-P15.574 WWS#2 01004003	\$132.13
	R-3702-P005-P15.574 WWS#3 02004003	\$522.54
	R-3704-P051-P08.574 SSD#1 03004003	\$94.60
	R-3705-P053-P08.574 SSD#2 04004003	\$70.40
	R-3706-P055-P08.574 SSD#3A 06004003	\$190.83
	<b>Total</b>	<b>\$1,010.50</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE  
WAIVED HOSPITALIZATION CHARGEBACKS FOR  
THE MONTHS OF SEPT., OCT. AND NOV., 2009**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of Sept., Oct. and Nov., 2009.

<b>FROM</b>		<b>TO</b>	
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	562.50
E-2226-T079-T01.002	WELCOME HOME	R-9891-Y091-Y03.500	0.00
E-2150-H030-H11.000	COUNTY HOME	R-9891-Y091-Y03.500	0.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	112.05
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	224.31
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	114.61
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	84.53
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	19.65
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	7.35
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	187.50
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	375.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	187.50
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	187.50
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	187.50
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	187.50
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	4,166.66
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,000.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	750.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	0.00
E-2410-S066.S80.000	DEVELOP. DISABILITIES	R-9891-Y091-Y03.500	1,875.00
E-1550-S082-S14.006	WESTERN COURT/ HOSP.	R-9891-Y091-Y03.500	0.00
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER RECORDER/SUPP	R-9891-Y091-Y03.500	0.00
E-1210-S078-S14.006	EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1511-W080-P07.006	VICTIM ASSISTANCE	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF CTS	R-9891-Y091-Y03.500	187.50
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>187.50</u>
	<b>TOTAL</b>		<b>10,604.16</b>

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 GENERAL FUND**

Motion made by Mrs. Favede, 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 26, 2009.

E-0040-A002-G02.002 Salaries County Courts	\$ 448.07
E-0056-A006-E11.006 911 Hosp Chargeback	\$ 2,983.94
E-0181-A003-A11.000 Other Exp Bd of Elections Hosp (monies taken from dissolved N38)	<u>\$12,947.65</u>
<b>Total</b>	<b>\$16,379.66</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE GENERAL FUND**

Motion made by Mrs. Favede, 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 26, 2009.

E-0131-A006-A03.002 Salaries Jail	\$39,831.86
E-0131-A006-A04.002 Salaries Road Deputies (monies taken from dissolved N38 to cover salary line items for Sheriff)	\$34,153.35
<b>Total</b>	<b>\$73,985.21</b>

Upon roll call the vote was as follows:

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

**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 December 10, 2009.

<b>General</b>		
E-0131-A006-A07.000	Training	0.00
E-0131-A006-A09.000	Medical	453.00
E-0131-A006-A17.012	Cruiser Repairs	0.00
E-0131-A006-A20.000	False Alarm	450.00
E-0131-A006-A21.000	Sheriff's Towing	0.00
E-0131-A006-A23.000	Background	623.00
E-0131-A006-A24.000	E-SORN	450.00
E-0131-A006-A29.000	Mounted	662.95

E-0131-A000-A30.000	Lifesaver	80.00
<b>Enforcement Education</b>		
E-1652-B016-B02.000	Education Expenses	35.00
<b>Commissary Fund</b>		
E-5100-S000-S01.010	Supplies	6,232.57
<b>Concealed Handgun License</b>		
E-5101-S001-S06.000	License Issuance	1,267.00
E-5101-S001-S07.012	Equipment	760.00
<b>Sheriff Reserve Account</b>		
E-9710-U010-U06.000	Other Expenses	70.00

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 GENERAL 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 December 10, 2009.

E-0151-A002-F09.000 Other Expenses Coroner	\$13,768.90
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(monies from repayment of Law Library Benefits 2007 & 08)

Upon roll call the vote was as follows:

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

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

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 December 10, 2009.

E-0056-A006-E01.002 Salaries / 911	\$5,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE COURT OF COMMON PLEAS ADULT PROBATION  
GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 December 10, 2009.

<b>E-0061-A002-B05.000 Intense Probation</b>	<b>\$ 3,406.20</b>
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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 COURT OF COMMON PLEAS MAGISTRATE OFFICE  
GENERAL FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 December 10, 2009.

<b>E-0063-A002-B27.012 Equipment</b>	<b>\$ 1,500.00</b>
<b>E-0063-A002-B30.000 Other Expenses</b>	<b>\$ 2,568.90</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 911 E010 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 December 10, 2009.

E-2200-E-101-E05.012 Equipment	\$250.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION  
FOR THE L01 BELMONT SOIL & WATER CONSERVATION  
DISTRICT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 December 10, 2009.

<b>E-1810-L001-L01.002 Salaries</b>	<b>\$ 11,593.00</b>
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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 Mt. VICTORY ROAD WATERLINE EXTENSION FUND N025**

Motion made by Ms. 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 December 10, 2009.

E-9025-N025-N01.000      ARRA Fund CFDA #66.468      \$258,468.80

Upon roll call the vote was as follows:

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

**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 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 December 10, 2009.

**OAKVIEW JUVENILE REHAB S030**

E-8010-S030-S63.000      General      3,500.00

**N.S.L.A. OAKVIEW JUVENILE S031**

E-8011-S031-S02.000      Food (Meal Tickets)      135.00

E-8011-S031-S02.000      Food (NSLA)      2,169.52

E-8011-S031-S02.000      Food (Reimbursement Auction)      73.10

**ACTIVITY FUND S032**

E-8012-S032-S00.000      Youth Activity Fund      264.65

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**  
**FOR DISTRICT DETENTION HOME S033 FUND**

Motion made by Mrs. Favede, 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 December 10, 2009.

**DISTRICT DETENTION HOME**

E-0910-S033-S33.002	Salaries	\$ 38,000.00
E-0910-S033-S44.003	OPERS/STRS	5,000.00
E-0910-S033-S50.005	Medicare	575.00
E-0910-S033-S47.006	Hospitalization	26,160.90
E-0910-S033-S34.010	Supplies	3,500.00
E-0910-S033-S40.000	Medical	1,513.00
E-0910-S033-S43.000	Travel & Training	400.00
E-0910-S033-S38.011	Contract Services	2,900.00
E-0910-S033-S39.000	Food Service Expenses	11,800.00
E-0910-S033-S60.010	Supplies/GS	3,260.00
E-0910-S033-S61.000	Food Service Exp/GS	1,100.00
E-0910-S033-S65.011	Contract Services/GS	9,390.00
E-0910-S033-S66.000	Medical/GS	100.02
E-0910-S033-S67.000	Travel & Training/GS	1,175.00
E-0910-S033-S69.000	Activities/GS	430.00
<b>TOTAL</b>		<b>105,303.92</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**  
**FOR THE S89 BELMONT COUNTY COURT OF COMMON PLEAS**  
**SPECIAL PROJECT FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 December 10, 2009.

**E-1572-S089-S02.000      Guardian Ad Litem      \$ 1,500.00**

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 BELMONT CO. COMMISSIONERS CDBG FUND**

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 December 10, 2009.

**BELMONT CO. COMMISSIONERS CDBG FUND**

E-9702-T011-T01.000      Grants      \$ 42,744.00

Draw Number 400 – Grant #B-F-08-007-1

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS  
FOR THE W080 PROSECUTOR'S VICTIMS ASSISTANCE  
PROGRAM FOR STATE VOCA FUND**

Motion made by Mr. Probst, seconded by Mr. Coffland 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 December 10, 2009.

<b>E-1511-W080-P01.002 Salaries</b>	<b>\$ 1,500.00</b>
<b>E-1511-W080-P05.003 PERS</b>	<b>\$ 1,000.00</b>
<b>E-1511-W080-P07.006 Hospitalization</b>	<b>\$ 873.00</b>
	<b>\$ 3,373.00</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to execute payment of Then and Now Certification dated December 10, 2009, 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. Probst	Yes
Mr. Coffland	Yes

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

Motion made by Mr. Probst, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **CDBG - \$42,744.00** paid into R-9702-T011-T01.501 CDBG-Grant FORMULA on Dec. 7, 2009, Draw No. 400, Grant #B-F-08-007-1. **GENERAL - \$13,768.90** representing monies received from the repayment of benefits charged from the General Fund.

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 Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners regular meeting of: November 12, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF  
DEDICATION PLAT FOR TIMBER LANE  
COLERAIN TOWNSHIP SEC 24, T-6, R-3**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date December 10, 2009

Motion made by Mrs. Favede, seconded by Mr. Probst to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Dedication Plat of Timber Lane, Colerain Township, Section 24, Township 6, Range 3, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

***NOTICE OF NEW SUB-DIVISION***  
*Revised Code Sec. 711.05*  
----\*\*\*----

To: William Nagel, F.O., Colerain Township Trustees, 53979 Colerain Pike, Martins Ferry, OH 43935

You are hereby notified that the 22nd day of December, 2009, at 11:00 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

• Mail by certified return receipt requested  
cc: Colerain Township Trustees  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF**  
**DEDICATION PLAT OF STONE RIDGE DRIVE**  
**UNION TOWNSHIP SEC 7, T-8, R-5**

[Belmont Co. Commissioners  
[Courthouse  
[St. Clairsville, Ohio 43950  
[Date December 10, 2009

Motion made by Mrs. Favede, seconded by Mr. Probst to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Dedication Plat of Stone Ridge Drive, Union Township Section 7, Township 8, Range 5, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

**NOTICE OF NEW SUB-DIVISION**  
*Revised Code Sec. 711.05*  
----\*\*\*----

To: Suz Pubal, F.O., Union Township Trustees, 67050 Visnic Road, Belmont, OH 43718

You are hereby notified that the 22nd day of December, 2009, at 11:15 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/  
Clerk of the Board

- Mail by certified return receipt requested
- cc: Union Township Trustees  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR TWO (2) NEW HOT SHOT VEHICLES WITH MEAL DELIVERY PACKAGE/BELMONT SENIOR SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Probst to award the bid for two (2) new Hot Shot vehicles with meal delivery package for Belmont Senior Services to the low bidder, Thomas Garage, Inc., St. Clairsville, in the amount of \$73,718.00, based upon the recommendation of the Belmont Senior Services Board of Trustees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY APPLICATION #1 FOR COLAIANNI CONSTRUCTION, INC./NEW EASTERN DIVISION COURT BUILDING PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the Pay Application #1 for the new Belmont County Eastern Division Court Building project, based upon the recommendation of M&G Architects & Engineers, project architect, and Danny Popp, Project Manager as follows:

<b><u>CONTRACTOR</u></b>	<b><u>APPLICATION NO.</u></b>	<b><u>AMOUNT</u></b>
Colaiani Construction, Inc. (General Trades)	#1	\$232,036.88

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE FROM PROFESSIONAL SERVICE INDUSTRIES, INC./NEW EASTERN DIVISION COURT PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the payment of Invoice #BR00020399 to Professional Service Industries, Inc., Columbus, Ohio, in the amount of \$1,956.00 for construction materials testing and inspection services for the Belmont County Eastern Division Court Project, based upon the recommendation of Danny Popp, Project Manager.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING AGREEMENT WITH THE MT. PLEASANT POLICE DEPT./BELMONT CO. SHERIFF**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into an agreement with the Mt. Pleasant Police Department, on behalf of the Belmont County Sheriff's Department, for housing of prisoners in the Belmont County Justice Center, effective December 1, 2009, through May 31, 2010; Mt. Pleasant will pay Belmont County \$65 per day for each prisoner incarcerated.

**BELMONT COUNTY JUSTICE CENTER HOUSING OF PRISONERS CONTRACT**

**THIS AGREEMENT entered into this December 10, 2009, by and between the Belmont County Board of Commissioners, hereinafter referred to as COUNTY, and the Mt. Pleasant Police Department, hereinafter referred to as Mt. Pleasant.**

**WITNESSETH:** County covenants and agrees to receive, incarcerate and board prisoners presented to the Belmont County Justice Center by authorized agents of Mt. Pleasant, who are arrested under, pending trial for, sentenced under, or are otherwise in custody pursuant to the ordinances of legal process of municipality, under the following terms and conditions:

1. **ACCEPTANCE OF PRISONERS:** County will only accept a prisoner when room is available. County shall not be required to accept any prisoner who is obviously ill or injured, either physically or mentally. When it is not feasible for a physician to make this determination, then the decision of the County's Jail Administrator shall be final. Mt. Pleasant shall immediately remove their inmate(s) from County upon request.

2. **DUTIES OF COUNTY:** County shall provide supervision and wholesome meals.

3. **MEDICAL TREATMENT:** In addition to any other financial obligation of Mt. Pleasant herein, Mt. Pleasant shall be solely and exclusively responsible to pay any and all expenses incurred for medical treatment for its prisoners, including but not limited to: Hospital, doctor, dentist, psychiatrist and prescription medication bills, and transportation costs. In the event that a Mt. Pleasant prisoner should require hospitalization, the following additional conditions shall apply:

Mt. Pleasant will be solely responsible for:

A. Guarding the hospitalized prisoner with its own personnel;

B. Waive the guarding of said prisoner by arranging for his release by the Mt. Pleasant authority, which originally incarcerated the prisoner.



4. **TRANSPORT OF PRISONER:** Mt. Pleasant will be solely responsible for the transport of all Mt. Pleasant prisoners housed by the county to court, other jail facilities and any appointments Mt. Pleasant makes on the inmate's behalf.

5. **DEATH OF A PRISONER:** Mt. Pleasant agrees to assume liability for disposing of the body of any Mt. Pleasant prisoner who dies while in custody, if this liability is not accepted by relatives or third party.

6. **PAYMENT AND BILLING:** In addition to medical or other expenses as referred to herein, Mt. Pleasant shall pay to the County the sum of Sixty-Five Dollars (\$65.00) per day for each prisoner incarcerated by County pursuant to this agreement. "DAY" shall mean a calendar day or any part or fraction of a calendar day.

County shall provide Mt. Pleasant with an itemized statement of all charges under this Agreement on the first day of each month.

Mt. Pleasant shall pay and remit said charges as soon as it is legally permitted to do so; however, if a bill remains due and unpaid on the sixtieth day after date thereof, County may, at its option, elect to terminate this agreement, and after written notice thereof, shall refuse to accept any additional Mt. Pleasant prisoners.

Make all checks payable to: Belmont County Sheriff's Office  
68137 Hammond Road  
St. Clairsville, OH 43950

6. **TERM:** The initial term of this Agreement shall be for six months, commencing on December 1, 2009 and terminating on May 31, 2010. This contract is to provide assistance to Mt. Pleasant on a temporary basis. Either party may terminate this Agreement by thirty (30) days written notice to the other.

Jayne Long /s/  
Witness  
Roberta Jenkins /s/  
Witness

**BELMONT COUNTY COMMISSIONERS**  
Charles R. Probst, Jr. /s/  
Charles R. Probst, Jr., President  
Ginny Favede /s/  
Ginny Favede  
Matt Coffland /s/  
Matt Coffland

Approved as to form:  
David K. Liberati /s/ (Assistant)  
Belmont County Prosecuting Attorney

**MT. PLEASANT**

\_\_\_\_\_  
Witness Mayor Francis Mearle Seabring

\_\_\_\_\_  
Witness Police Chief Eric Traczyk

Approved as to form:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING ANNUAL AGREEMENT WITH MONROE COUNTY SHERIFF'S OFFICE FOR HOUSING OF PRISONERS/BELMONT CO. SHERIFF**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into an annual agreement with Monroe County Sheriff's Office, on behalf of the Belmont County Sheriff's Department, for housing of prisoners in the Belmont County Justice Center, effective December 10, 2009, through December 31, 2010; Monroe County will pay Belmont County \$65 per day for each prisoner incarcerated.

*Note: The existing contract with Monroe was for female prisoners only. This contract includes both male and female prisoners and the rate has increased from \$60 per day to \$65 per day.*

**BELMONT COUNTY JUSTICE CENTER HOUSING OF PRISONERS CONTRACT**

THIS AGREEMENT entered into this December 10, 2009, by and between the Belmont County Board of Commissioners, hereinafter referred to as COUNTY, and the Monroe County Sheriff's Office, hereinafter referred to as Monroe County.

**WITNESSETH:** County covenants and agrees to receive, incarcerate and board prisoners presented to the Belmont County Justice Center by authorized agents of Monroe County, who are arrested under, pending trial for, sentenced under, or are otherwise in custody pursuant to the ordinances of legal process of municipality, under the following terms and conditions:

1. **ACCEPTANCE OF PRISONERS:** County will only accept a prisoner when room is available. County shall not be required to accept any prisoner who is obviously ill or injured, either physically or mentally. When it is not feasible for a physician to make this determination, then the decision of the County's Jail Administrator shall be final. Monroe County shall immediately remove their inmate(s) from County upon request.

2. **DUTIES OF COUNTY:** County shall provide supervision and wholesome meals.

3. **MEDICAL TREATMENT:** In addition to any other financial obligation of Monroe County herein, Monroe County shall be solely and exclusively responsible to pay any and all expenses incurred for medical treatment for its prisoners, including but not limited to: Hospital, doctor, dentist, psychiatrist and prescription medication bills, and transportation costs. In the event that a Monroe County prisoner should require hospitalization, the following additional conditions shall apply:

Monroe County will be solely responsible for:

A. Guarding the hospitalized prisoner with its own personnel;

B. Waive the guarding of said prisoner by arranging for his release by the Monroe County authority, which originally incarcerated the prisoner.

4. **TRANSPORT OF PRISONER:** Monroe County will be solely responsible for the transport of all Monroe County prisoners housed by the county to court, other jail facilities and any appointments Monroe County makes on the inmate's behalf.

5. **DEATH OF A PRISONER:** Monroe County agrees to assume liability for disposing of the body of any Monroe County prisoner who dies while in custody, if this liability is not accepted by relatives or third party.

6. **PAYMENT AND BILLING:** In addition to medical or other expenses as referred to herein, Monroe County shall pay to the County the sum of Sixty-Five Dollars (\$65.00) per day for each prisoner incarcerated by County pursuant to this agreement. "DAY" shall mean a calendar day or any part or fraction of a calendar day.

County shall provide Monroe County with an itemized statement of all charges under this Agreement on the first day of each month.

Monroe County shall pay and remit said charges as soon as it is legally permitted to do so; however, if a bill remains due and unpaid on the sixtieth day after date thereof, County may, at its option, elect to terminate this agreement, and after written notice thereof, shall refuse to accept any additional Monroe County prisoners.

Make all checks payable to: Belmont County Sheriff's Office  
68137 Hammond Road  
St. Clairsville, OH 43950

6. **TERM:** The initial term of this Agreement shall be for twelve months, commencing on December 10, 2009 and terminating on December 31, 2010. This contract is to provide assistance to Monroe County. Either party may terminate this Agreement by thirty (30) days written notice to the other.

<u>Jayne Long /s/</u> Witness	<u>Charles R. Probst, Jr. /s/</u> Charles R. Probst, Jr., President
<u>Roberta Jenkins /s/</u> Witness	<u>Ginny Favede /s/</u> Ginny Favede
	<u>Matt Coffland /s/</u> Matt Coffland

Approved as to form:  
David K. Liberati /s/ (Assistant)  
Belmont County Prosecuting Attorney

**MONROE COUNTY**

_____	_____
Witness	John Pyles, Commissioner
_____	_____
Witness	Tim Price, Commissioner
	_____
	Carl Davis, Commissioner

Approved as to form:

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

Upon roll call the vote was as follows:

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

Commissioner Coffland commented that this now makes 10 or 11 contracts in place for housing of prisoners, including the federal contract.

**IN THE MATTER OF APPROVING AND SIGNING AGREEMENT TO PURCHASE REAL ESTATE WITH BRUNER LAND COMPANY, INC./BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the Agreement to Purchase Real Estate with Bruner Land Company, Inc., PO Box 98, Byesville, Ohio 43723, on behalf of the Belmont County Sanitary Sewer District, for the purchase of 1.018 acres located on Ross Farm in Belmont County, in the amount of \$4500.00; this will be paid from WWS #3 Capital Improvement Fund.

*Note: This property is adjacent to the McKelvey water tank near Jacobsburg. The existing water storage tank does not have enough storage capacity for future demands. Therefore, this purchase is necessary for future growth in this area.*

**AGREEMENT TO PURCHASE REAL ESTATE**  
By CASH DEAL from BRUNER LAND COMPANY, INC.

Date 11/30/09

**I, Douglas r. Bruner, of Bruner Land Company, Inc., PO Box 98, Byesville, Ohio, 43723, agree to sell to: \*(legal names, marital status, full mailing and physical addresses and phone numbers of all parties involved)**

The Belmont County Sanitary Sewer District #3, PO Box 457, St. Clairsville, OH 43950

Real Estate located on: \*(Farm Name, Lot Number, Acreage, County and Township)

1.018 A Ross Farm Belmont County

Real Estate is being sold without any guarantee of specific zoning or issuance of building permits and Health Department approval of private septic systems and water well on the tract(s). Subject to all legal highways and to restrictions, reservations, leases, limitations, and easements, if any, or record. Any permanent dwelling placed upon the above premises shall have not less than 960 square feet of living space. (If this figure differs from that listed on protective covenants, covenants prevail.) These premises cannot be used for the establishment of a junk yard, storage or tires or other debris.

Exceptions: \_\_\_\_\_

Purchase Price \$ 4500 minus a Total Down Payment/Deposit of \$ 0 with an additional \$100 document fee to cover all doc prep, recording and closing fees when closed by Bruner Land Company, Inc. If closed by anyone other than Bruner Land Company, Inc., the closing fees are the responsibility of Purchaser.

**ANY TITLE WORK DONE IS AT THE EXPENSE OF THE BUYER.**

Leaving a remaining balance of \$ 4500 to be paid to Bruner Land Company, Inc. by \_\_\_\_\_.

I, the above agent of Bruner Land Company, Inc., am accepting today a Down Payment/Deposit of \$ \_\_\_\_\_ with the remainder Down Payment/Deposit by \_\_\_\_\_.

If any terms of this Agreement are not followed by the above dates, any Down Payments/Deposits made toward the purchase of this property are then forfeited.

Real Estate taxes are the responsibility of the buyer from the date of this Agreement.

All Down Payments/Deposits are non-refundable, unless otherwise written.

Special Instructions: \_\_\_\_\_

**We, Agent of Bruner Land Company, Inc., and above listed Purchasers, agree that we have read this Agreement and Protective Covenants (provided by Agent) in full and understand completely the above terms and conditions.**

Agent: _____	Approval: <u>Charles R. Probst, Jr. /s/</u>
Purchaser: _____	<u>Ginny Favede /s/</u>
Print Name: _____	<u>Matt Coffland /s/</u>
Co-Purchaser: _____	Belmont County Commissioners
Print Name: _____	

Approved As To Form:  
David K. Liberati /s/ (Assistant)  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING CONTRACT BETWEEN WSOS (WOOD, SENECA, OTTOWA, SANDUSKY) COMMUNITY ACTION COMMISSION INC. AND BELMONT CO. TO COMPLETE A RURAL**

**DEVELOPMENT ENVIRONMENTAL REPORT/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into contract between WSOS (Wood, Seneca, Ottawa, Sandusky) Community Action Commission Inc. and Belmont County, on behalf of Belmont County Sanitary Sewer District, in the amount of \$7,500.00 to complete a Rural Development Environmental Report for **a sanitary sewer collection system and pump station project** to serve the Neffs area in Belmont County.

November 5, 2009  
Belmont County Commissioners  
Belmont County Courthouse  
101 West Main Street  
St. Clairsville, Ohio 43950

Re: USDA Environmental Report Contract

Dear Commissioners:

This letter, if accepted by Belmont County will serve as a contract between WSOS Community Action Commission Inc. and Belmont County for professional services rendered by WSOS Community Action Commission Inc.

**Scope of Services:** Complete a Rural Development Environmental Report for **a sanitary sewer collection system and a pump station project** that includes the following: 1) Data Collection and Mapping Coordination with State and Federal Agencies, 2) Final Environmental Report (including public notice preparation if needed and revisions to the narrative as requested by Rural Development's State Environmental Coordinator, but does not include revisions based upon alternatives not evaluated as part of the original environmental report.)

The project's scope specifically involves **the construction of a new sanitary sewer collection system and a pump station to serve the Neff's area in Belmont County**. If the project's scope changes, from what is initially provided, at any time throughout the preparation of the environmental report, Belmont County and WSOS Community Action Commission Inc. will need to renegotiate the terms of the contract.

Belmont County will need to provide WSOS Community Action Commission Inc. with a project description that includes project components for each utility with a brief description of the work and need, estimated materials; cost estimate, and an outline of the project measures on USGS maps. WSOS Community Action Commission Inc. will not be responsible for additional studies (i.e. wetland delineation, archaeological phase I study, etc.) that may be required.

**Compensation:** Belmont County will be billed for services above not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for the project scope. WSOS Community Action Commission Inc. will bill based upon completion of the following two deliverables:

<b><u>Deliverable 1:</u></b> Data Collection, Mapping, and Coordination with State and Federal Agencies (*45 days from receipt of project description, cost estimate, And an outline of the project measures on USGS maps from engineer)	<b>\$4,700</b>
<b><u>Deliverable 2:</u></b> Final Environmental Report (Submitted to RD) **120 days from completion of Deliverable #1 and the Public Notice Preparation (if needed) is 15 days from WSOS's receipt of instructions from USDA/Rural Development.	<b>\$2,800</b>
<b>Total</b>	<b>\$7,500</b>

- \* the estimated target time does not allow for any additional studies (i.e., archaeological phase I, wetland delineation, etc.) that may be required by state/federal agencies
- \*\* the estimated target time assumes that Rural Development will complete its review of the draft within 60 days

An invoice will be sent to Belmont County upon the completion of each deliverable noted above. Payment is expected within thirty days of invoice date.

**Termination:** Failure, for any reason, of WSOS Community Action Commission Inc. or Belmont County to fulfill in a timely and proper manner its obligations under this contract can result in termination of this contract. The time for completion can be extended for a reasonable time if completion is delayed due to unforeseeable causes beyond control and without the fault or negligence of either party.

Please provide a contact (below) that WSOS can correspond with regarding details of the project and environmental report.

If you accept the terms of this contract, please return all original signed copies to WSOS, Attn: Kristin Woodall; we will then return an executed copy for your file.

We look forward to working with you.

Sincerely  
Neil McCabe /s/  
Neil McCabe  
President/CEO

ACCEPTED: Charles R. Probst, Jr. /s/ DATE: 12-10-09  
President  
Belmont County Commissioner

Contact: \_\_\_\_\_  
Name Phone #

APPROVED AS TO FORM:  
David K. Liberati /s/ (Assistant)

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING NECESSARY DOCUMENTS FOR PAY REQUEST #2 FOR THE MT. VICTORY ROAD WATERLINE EXTENSION PROJECT, PHASE I/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the necessary documents for Pay Request #2 in the amount of \$ 241,328.88 for the Mt. Victory Road Waterline Extension Project, Phase I, based upon the recommendation of Hammontree and Associates, Ltd., Project Engineer, and Mark Esposito, Director, Belmont County Sanitary Sewer District as follows:

**Ohio Water Supply Revolving Loan Account Fund Payment Request**

Loan # FS390488-01	
Administration:	1,628.88
Ohio West Virginia Excavating:	96,249.00
Design:	<u>143,451.00</u>
Total:	\$241,328.88

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING ANNUAL SOFTWARE MAINTENANCE AGREEMENT WITH MAXIMUS CONSULTING SERVICES, INC. ON BEHALF OF BCDJFS FOR THE PROGRAM**

**EXPENDITURE TRACKING SYSTEM FOR WINDOWS (PET)**

Motion to enter into an annual Software Maintenance Agreement with MAXIMUS Consulting Services, Inc., Columbus, Ohio, on behalf of Belmont County Department of Job & Family Services, in the amount of \$2,150.00, effective January 1, 2010 through December 31, 2010, for the Program Expenditure Tracking System for Windows (PET).

*Note: Same price as 2009 support plan.*

**SOFTWARE MAINTENANCE AGREEMENT**

This Software Maintenance Agreement ("Agreement") is made and entered into between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc., a Virginia corporation ("MAXIMUS"), on January 1, 2010 (effective date) and Belmont County DJFS ("Licensee") under the Software License Agreement (SLA) dated 6/2/2000. The terms and conditions of the Master Agreement are incorporated herein by reference. In the event of any conflict between the Master Agreement and this Agreement, the SLA shall prevail.

MAXIMUS and Licensee are sometimes referred to herein as the "Parties" or individually as a "Party".

**WHEREAS:** Licensee has acquired the use of **Program Expenditure Tracking System for Windows (PET)** (the "System") in accordance with the Software License Agreement between MAXIMUS and Licensee and any amendments thereto, and Licensee desires to acquire on-going maintenance in accordance with the terms set forth in this agreement;

**NOW, THEREFORE,** for and in consideration of the foregoing recitals, the agreements and undertakings hereinafter provided and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by MAXIMUS and Licensee, MAXIMUS hereby agrees to provide software maintenance services to the Licensee under the following terms and conditions.

1. **SOFTWARE MAINTENANCE FEES.**
  - (a) Licensee shall pay MAXIMUS a fee of **\$2,150.00** for the 12 month period specified herein. The fee shall be payable on the execution of this agreement for the period from **January 1, 2010 through December 31, 2010**.
  - (b) In the event Licensee fails to renew this agreement for any year, the fee set forth herein shall not apply to any subsequent agreement for software maintenance. MAXIMUS shall determine the applicable fee which shall not be less than the then annual fee plus seventy-five percent (75%) of the fee charged for each year that a maintenance agreement was not in effect.
2. **TERM.** The minimum term for this agreement shall be from **January 1, 2010 through December 31, 2010**. Licensee shall have the option to extend this agreement on a year-to-year basis by paying the current annual fee of **\$2,150.00** or, if the fee is raised by the MAXIMUS, the then current annual fee. Failure to pay the annual renewal fee within thirty (30) days prior to the beginning of the fiscal year or within thirty (30) days of execution hereof if for a partial year shall constitute cancellation of the Agreement by the Licensee. In addition, MAXIMUS may terminate the Agreement at the end of any period, with or without cause.
3. **SERVICES UNDER THIS AGREEMENT.** MAXIMUS agrees to provide the Licensee with any updates or modifications to the System and to correct any problems with the System software that are made generally available to Licensees of the System pursuant to an applicable Maintenance Agreement. Under the terms of this maintenance agreement, Licensee is entitled to telephone advice concerning questions on the System's operation. In the event additional services are requested by Licensee outside the foregoing scope of services, additional training and professional assistance shall be billed at then current professional fees plus expenses. This agreement does not cover problems outside of the System. Expenses associated with the Licensee's attendance at the group meetings are at the sole responsibility of the Licensee.
4. **WARRANTIES.** MAXIMUS GRANTS NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN RESPECT TO THE SYSTEM. ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.
5. **TERMINATION.** In the event of termination for any reason, Licensee agrees to provide written certification that the original and any copies of all or any portion of the System affected by the termination have been destroyed or, if MAXIMUS provides notice to Licensee, Licensee shall deliver the original and any copies of the System to MAXIMUS within ten (10) days of Licensee's receipt of such notice. Either party may terminate this Agreement if the other party has breached any of its material obligations hereunder, and such breach has not been cured within thirty (30) days of receipt of written notice specifying the nature of the breach.
6. **AMENDMENTS.**
  - (a) Agreement. Any modification or amendment of this Agreement must be in writing and signed by the parties.
  - (b) License. MAXIMUS reserves the right to modify or amend the System. Licensee shall have no right to modify or amend the System, or to merge it into another work, without prior written consent of the MAXIMUS.
7. **LIMITATION OF LIABILITY.** MAXIMUS total aggregate liability hereunder shall not exceed fees paid under this Agreement. In no event shall MAXIMUS be liable for indirect, special, incidental, punitive and consequential damages.
8. **NOTICE.** Any notice or consent required to be given in accordance with this Agreement shall be in writing and shall be either (i) actually delivered to the party thereto entitled or (ii) mailed, with first class postage prepaid, to the address of the party entitled thereto hereinafter set forth, by certified mail, return receipt requested.

**MAXIMUS:**  
MAXIMUS, INC.  
700 Ackerman Road, Suite 150  
Columbus, OH 43202  
Attn: Mitch McGraw

**LICENSEE:**  
Belmont County DJFS  
310 Fox Shannon Place  
St. Clairsville, OH 43950

A notice shall be deemed to be received (i) on the date of its actual receipt by the party thereto and (ii) on the date as reflected on the United States Postal Service return receipt form and if said return receipt form is not signed by the party to whom notice is to be given, upon the date of the first attempted delivery as reflected thereon.

9. **COMPLETE AGREEMENT.** This Agreement and the License Agreement represent the entire and integrated agreement between the parties and supersede all prior negotiations, proposals, communications, understandings, representations or agreements, written or oral, express or implied. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration so long as the same shall be in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hand and seal the date and year first above written.

**Belmont County DJFS**  
BY: Dwayne Pielech /s/  
Dwayne Pielech  
Director

**MAXIMUS, INC.**  
BY: Daniel Hiatt /s/  
Daniel Hiatt  
Director of Contracts

**BOARD OF COUNTY COMMISSIONERS**  
Department Official Matt Coffland /s/  
Charles R. Probst, Jr. /s/  
Ginny Favede /s/  
Title: Belmont County Commissioners  
Date: December 10, 2009

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE ANNUAL REPORT  
ON THE DELINQUENT TAX & ASSESSMENT COLLECTION  
(DETAC) FUND FOR FISCAL YEAR 2009/TREASURER**

Motion made by Mrs. Favede, seconded by Mr. Probst to accept the annual report on the Delinquent Tax & Assessment Collection (DETAC) Fund for fiscal year 2009 as submitted by Joseph A. Gaudio, Belmont County Treasurer, pursuant to Ohio Revised Code Section 321.261.

December 2, 2009

To: The Board of County Commissioners

In Re: Delinquent Tax & Assessment Collection Fund

As required by Ohio Revised Code Section 321.261, I have prepared the following report to be filed with your office.

- (1) The amount appropriated to the DTAC Fund in the year 2009 was \$104,935.00.
- (2) The estimate of the amount to be expended from the DTAC Fund for the year 2009 is \$65,000.00.
- (3) Expenditures from the DTAC Fund for 2009 were for Contractual Services, Wages, Supplies & Printing, pertaining to the collection of delinquent Personal, Real and Manufactured Home Tax.
- (4) An estimate of the amount to be credited to the DTAC Fund for the year 2010 is \$55,000.00

Respectfully,

Joseph A. Gaudio /s/

Joseph A. Gaudio

Belmont County Treasurer

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE BELMONT COUNTY  
AUDITOR TO PETITION THE COURT OF COMMON PLEAS  
REGARDING IDLE FUNDS**

Motion made by Commissioner Favede, seconded by Commissioner Probst to adopt the following resolution concerning idle funds:

**RESOLUTION**

**WHEREAS**, The Belmont County the following funds with unexpended funds that are no longer necessary in the operation of the agencies due to the termination of the activity, service, or other undertaking for which the funds existed, and all obligations incurred have been paid:

H-04 Belmont Co Flood Disaster Grant Fund	\$ 37.04	Grant is finished
N-33 Emergency Operations Center	\$21,276.99	Construction finished & building is paid for
S-38 Restitution	\$ 970.83	Fund no longer used
H-05 Litter Control & Recycling	\$ 3.72	Fund no longer used

**WHEREAS**, Pursuant to Ohio Revised Code Section 5705.14 the Belmont County Commissioners have determined to designate the aforementioned funds as idle funds upon approval of the Court of Common Pleas; and

**WHEREAS**, The fund balances in the total amount of \$22,288.58, will be transferred to the General Fund; and

**NOW BE IT RESOLVED**, The Board of County Commissioners hereby authorize the Belmont County Auditor to petition the Court for the closing of aforementioned funds and transfer of remaining unexpended funds.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING USE OF THE EASTERN DIVISION  
COURT COMPUTER FUND TO PAY A PORTION OF THE SALARIES  
FOR THE ACTING CLERK FOR EASTERN DIVISION COURT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the use of the Eastern Division Court Computer Fund to pay a portion of the salaries of Rosalee Ralston (Western Court Clerk) and Donna Cottage (Northern Division Court Clerk) who are temporarily sharing the duties and acting as the Clerk for Eastern Division Court; Ms. Ralston and Ms. Cottage will each be paid \$480.00 per pay period, effective pay period ending 1/2/2010, until such time that a new Clerk is hired for Eastern Division Court. This action is based upon the letter of September 28, 2009 from Ms. Ralston and Ms. Cottage outlining their computer related job duties and the opinion letter of Prosecutor Chris Berhalter dated October 23, 2009, regarding the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST OF THE BELMONT CO.  
VETERANS SERVICE COMMISSION FOR AN ADDITIONAL APPROPRIATION  
FOR THE PURCHASE OF TWO NEW 2010 TWELVE PASSENGER VANS**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the request of the Belmont County Veterans Service Commission for an additional appropriation to their Other Expenses Line Item E-0161-A009-C08.000 in the amount of \$28,200.00 for the purchase of two new 2010 twelve passenger vans to transport veterans to the VA medical facilities; Belmont County Veterans Service Commission is submitting a DAV National Transportation Network grant application in the amount of \$15,908.80 to the Disabled American Veterans National Service Foundation to cover a portion of the cost.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENTS TO THE BELMONT COUNTY  
BOARD OF DEVELOPMENTAL DISABILITIES**

Motion made by Mrs. Favede, seconded by Mr. Probst to appoint the following individuals to the Belmont County Board of Developmental Disabilities per ORC 5126.02 for a four year term commencing January 1, 2010, based upon the recommendation of that board:

Annette Wiater, Bridgeport  
Mark McVey, Powhatan Point

Upon roll call the vote was as follows:

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

**11:00 Resolution Presentation – Honoring County Engineer Fred F. Bennett**

Mr. Bennett was surprised to walk into the meeting room full of elected officials, employees, friends and family, many who had traveled far, to offer congratulations and honor him. Among those present were: his wife, Judy, son, Keith, daughter, Karen (Donathan) and

granddaughters Emily and Kayla; Engineer’s Department employees-Beth Vincenzo, Ruth Graham, Rick Oberdick, Shereza O’Hara, Don Pickenpugh, Mike Wahl, John Parkinson, Roy Fatula, Bob Detline, Dayle Conaway, Ty Justice; Belmont County Auditor Andy Satak; Treasurer Joe Gaudio; Juvenile/Probate Judge J. Mark Costine; Larry Merry, Belmont County Port Authority Director; from ODOT-Richard Bible, District Deputy Director; Jim Graham, Highway Manager; Dan Edwards, Human Resources and Dave Schafer, Belmont County Manager; from Ohio EMA-Greg Keller and Laura Adcock; Mike Miller, Ohio Public Works; Frank Schaffer, Pultney Township Trustee; Bill Davis, Wayne Township Trustee; A.C. Wiethe, Bel-O-Mar; Bill Street, Street Engineering & Surveying; Commissioner Probst read the resolution from the Board of Commissioners. Mr. Coffland stated his pleasure in working with Mr. Bennett for the past 20 years, most of which included his time as a Mead Township Trustee. He thanked Mr. Bennett for always being willing to get out there and help them and said he has been a blessing to the township. Mr. Coffland noted there is not a more respected County Engineer in the State of Ohio. He concluded by saying Mr. Bennett is very well known and respected all over the state and that is a good reflection on Belmont County.

Mr. Bennett responded that he couldn’t do without all the past and present Commissioners, employees and his past supervisors. He stated his appreciation for this honor and also thanked Times-Leader reporter Eric Ayres for his kind words in his editorial. Mr. Bennett recognized representatives from ODOT and Bel-O-Mar, and thanked them for their years of working together and for being present today.

Mr. Probst noted the great staff in the Engineer’s Department and said that was a reflection on him. Mr. Probst said he thinks what says it best about Fred is, “he brings common sense to the position.” Mr. Probst has also worked with Mr. Bennett over the past 20 years and said he has always been someone you could sit down and talk to. He remarked that he did not feel many people understood what Fred and his staff went through during the disasters in 2004, 2005 and 2006. There was much paperwork with FEMA involvement and other agencies.

Mrs. Favede added that Mr. Bennett is the perfect gentleman and professional in every sense of the word. She noted her admiration of the family man behind the position. Mr. and Mrs. Bennett recently celebrated their 50 year wedding anniversary. He is respected by his peers and loved by his family. She is grateful for the honor he has brought to Belmont County.

**IN THE MATTER OF ADOPTING RESOLUTION IN HONOR OF FRED BENNETT, COUNTY ENGINEERS ASSOCIATION OF OHIO’S “ENGINEER OF THE YEAR”**

Motion made by Mr. Probst, seconded by Mrs. Favede to adopt the resolution in honor of Fred Bennett, County Engineers Association of Ohio’s “Engineer of the Year.”

***RESOLUTION  
IN HONOR OF FRED F. BENNETT  
CEAO ENGINEER OF THE YEAR 2009***

Whereas, Mr. Fred F. Bennett has served as the Belmont County Engineer for over thirty-three years beginning with his appointment in 1976; and

Whereas, Mr. Bennett has served on various boards and committees including Bel-O-Mar Regional Council, OMEGA, Issue I and Issue II, and the Belmont County Transportation Improvement District; and

Whereas, Mr. Bennett worked closely with various agencies during the renovation and opening of the historic Blaine “S” Bridge which was designated by the Federal Highway Administration as the Ohio Bicentennial Bridge in 2003; and

Whereas, Mr. Bennett was instrumental in obtaining funding for the restoration of the historic Shaffer-Campbell Covered Bridge located on the Ohio University Eastern Campus property; and

Whereas, in addition to the normal day-to-day operations of his department, Mr. Bennett has had the tremendous task of overseeing the repair and maintenance of countless roads and bridges during eleven (11) FEMA declared disasters while in office including blizzards, ice storms, landslides, flooding and tornadoes; and

Whereas, as a member and past president of the County Engineers Association of Ohio (CEAO), Mr. Bennett has served many years on the Board of Trustees, as chairman of the Ways & Means Committee, as co-chair of the Public and Local Support Committee and is active on the Survey-Mapping Committee; and

Whereas, for his many contributions, Mr. Bennett has earned the highest form of recognition by the County Engineers Association of Ohio and has been named their “Engineer of the Year” for 2009; and

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Commissioners, on behalf of all county residents, are proud to offer our heartfelt congratulations on this much deserved award and extend our deepest appreciation to Belmont County Engineer, Fred F. Bennett, for his many years of dedicated service.

Adopted December 10, 2009

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 1:20 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 1:20 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of December, 2009.

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

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

\_\_\_\_\_  
PRESIDENT  
\_\_\_\_\_  
CLERK