

St. Clairsville, Ohio

December 28, 2011

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

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

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

**"BILLS ALLOWED"**

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

Claim of	Purposes	Amount
No single payments.		

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for December 28, 2011 as follow:

FUND	AMOUNT
H-Job & Family, Public Assistance	\$1,410.78
S-Job & Family, Senior Program	\$418.15
S-Oakview Juvenile Residential Center	\$728.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR**  
**THE GENERAL FUND/CLERK OF COURTS**

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

FROM	TO	AMOUNT
E-0021-A002-E07.000 Travel	E-0021-A002-E02.002 Salaries	\$ 1,000.00
E-0021-A002-E03.000 Supplies	E-0021-A002-E02.002 Salaries	<u>300.00</u>
<b>TOTAL</b>		<b>\$ 1,300.00</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR**  
**THE GENERAL FUND/COMMON PLEAS COURT**

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

FROM	TO	AMOUNT
E-0061-A002-B08.000 Witness Fees	E-0061-A002-B02.002 Salaries-Employees	236.92
E-0061-A002-B08.000 Witness Fees	E-0061-A002-B11.000 Foreign Judge	496.40

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER WITHIN FUND FOR**  
**THE GENERAL FUND/MAGISTRATE**

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

FROM	TO	AMOUNT
E-0063-A002-B30.000 Other Expenses	E-0063-A002-B25.002 Salaries-Employees	\$ 2,831.95

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
E-0121-A006-B06.011 Contracts	E-0121-A006-B03.010 Supplies	\$ 1,291.60
E-0121-A006-B02.002 Salaries	E-0121-A006-B03.010 Supplies	873.39
E-0121-A006-B08.000 Travel	E-0121-A006-B03.010 Supplies	400.00
E-0121-A006-B11.000 Other Expenses	E-0121-A006-B03.010 Supplies	283.76
E-0121-A006-B06.011 Contracts	E-0121-A006-B03.010 Supplies	100.61

Upon roll call the vote was as follows:

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

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

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

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0121 A006-B02.002 Salaries-Employees	E-0121-A006-B03.010 Supplies	\$ 17,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BELMONT COUNTY SANITARY SEWER DISTRICT**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for the Belmont County Sanitary Sewer District.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>WWS #2</b>	<b>WWS #2</b>	
E-3701-P003-P17.002 Salaries	E-3701-P003-P35.005 Medicare	2.00
<b>WWS #3</b>	<b>WWS #3</b>	
E-3702-P005-P17.002 Salaries	E-3702-P005-P35.005 Medicare	265.00
E-3702-P005-P23.001 Services	E-3702-P005-P31.000 OE Empl	3,400.00

Upon roll call the vote was as follows:

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

**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.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P05.003 PERS	E-1511-W080-P07.006 Hospitalization VOCA	\$ 100.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER BETWEEN FUNDS - GENERAL/INSURANCES A00 TO EMPLOYER'S SHARE HOLDING ACCOUNT Y091**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following transfer of funds from insurance line item to employer's share holding account.

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
<b>INSURANCES</b>	<b>EMPLOYER'S SHARE HOLDING ACCOUNT</b>	
E-0256-A014-A06.006 Group & Liability	E-9891-Y091-Y02.006 Hosp Ins.	\$ 1,300,000.00

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 GENERAL FUND/RECORDER/SHERIFF**

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 December 28, 2011.

E-0121-A006-B02.002 Salaries - Employees \$ 17,000.00

*Note: Extended hours contracted with Permian Land Co. (XTO Energy, Inc.) for January, 2012*

E-0131-A006-A04.002 Salaries - Road \$ 2,100.00

*Note: Extended hours contracted with Permian Land Co. (XTO Energy, Inc.) for January, 2012*

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 GENERAL 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 28, 2011.

<b>INSURANCES</b>	
E-0256-A014-A06.006 Group & Liability	\$1,300,000.00

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 GENERAL FUND A-00**

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 28, 2011.

***CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED  
GENERAL FUNDS***

**A-00 GENERAL**

E-0131-A006-A19.000 PO CLOSED	186.52
E-0131-A006-A21.000 PO CLOSED	45.00
E-0131-A006-A24.000 PO CLOSED	7,391.48
E-0131-A006-A26.000 PO CLOSED	179.14
E-0131-A006-A27.000 PO CLOSED	1,030.98
E-0131-A006-A29.000 PO CLOSED	830.42
E-0131-A006-A30.000 PO CLOSED	1,602.94
E-0121-A006-B06.011 PO CLOSED	100.61
E-0121-A006-B07.000 PO CLOSED	1,291.60
E-0121-A006-B08.000 PO CLOSED	400.00
E-0121-A006-B11.000 PO CLOSED	283.76

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 DISTRICT DETENTION HOME FUND S-33**

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 28, 2011.

***CARRYOVER PURCHASE ORDERS THE HAVE BEEN CLOSED AND REAPPROPRIATED  
SPECIAL REVENUE FUNDS***

**S-33 DISTRICT DETENTION HOME**

E-0910-S033-S66.000 PO CLOSED	140.81
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to execute payment of Then and Now Certification dated December 28 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. Probst	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

**IN THE MATTER OF GRANTING PERMISSION  
FOR COUNTY EMPLOYEES TO TRAVEL**

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

**BCDJFS** – Director Dwayne Pielech to travel to Columbus, OH, on various dates to attend various monthly meetings in 2012. Estimated expenses: \$1,742.40

**ENGINEER** - Don Pickenpugh, GIS Director, to travel to Columbus, OH, on Feb. 8-11, 2012, to attend Professional Land Surveyors of Ohio, Inc., 2012 Annual Conference. Estimated expenses: \$750.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the minutes of the Belmont County Board of Commissioners regular meetings of November 16, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE BOARD PRESIDENT  
TO EXECUTE THE THIRD AND FOURTH AMENDMENTS TO  
EXPRESS SCRIPTS, INC., PHARMACY BENEFIT MANAGEMENT AGREEMENT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize the President of the Board, Matt Coffland, to execute the Third and Fourth Amendments to Express Scripts, Inc. Pharmacy Benefit Management Agreement.

**THIRD AMENDMENT TO  
EXPRESS SCRIPTS, INC.**

**PHARMACY BENEFIT MANAGEMENT AGREEMENT**

This AMENDMENT (the "Amendment") is entered into as of the Effective Date, by and between EXPRESS SCRIPTS, INC. a Delaware corporation ("ESI"), and BELMONT COUNTY COMMISSIONERS ("Sponsor").

**RECITALS**

A. ESI and Sponsor are parties to a Pharmacy Benefit Management Agreement dated as of February 1, 2009, as amended from time to time (the "Agreement"), pursuant to which ESI provides certain prescription drug benefit management services to Sponsor.

B. Sponsor and ESI desire to update and amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other conditions contained herein, the parties hereto hereby agree as follows:

TERMS OF AMENDMENT

- 1. Definitions. For purposes of this Amendment, any capitalized term not otherwise defined herein shall have the meaning set forth in the Agreement.
- 2. Financial Disclosure Statement. The Addendum to Financial Disclosure Statement attached hereto is hereby added to Exhibit D of the Agreement.
- 3. Effective Date. This Amendment shall be effective as of June 1, 2011.
- 4. Effect of Amendment. Except as expressly provided herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year below set forth.

EXPRESS SCRIPTS, INC.  
 By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

BELMONT COUNTY COMMISSIONERS  
 By: Matt Coffland /s/ \_\_\_\_\_  
 Printed Name: Matt Coffland \_\_\_\_\_  
 Title: President \_\_\_\_\_  
 Date: 12/28/11 \_\_\_\_\_

**FOURTH AMENDMENT TO  
 EXPRESS SCRIPTS, INC.  
 PRESCRIPTION DRUG PROGRAM AGREEMENT**

This AMENDMENT (the "Amendment") is entered into as of the Effective Date, by and between EXPRESS SCRIPTS, INC. a Delaware corporation ("ESI"), and BELMONT COUNTY COMMISSIONERS ("Sponsor").

RECITALS

- A. ESI and Sponsor are parties to a Managed Prescription Drug Program Agreement dated as of February 1, 2009, as amended from time to time (the "Agreement"), pursuant to which ESI provides certain prescription drug benefit management services to Sponsor.
- B. Sponsor and ESI desire to update and amend the Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and other conditions contained herein, the parties hereto hereby agree as follows:

TERMS OF AMENDMENT

- 1. Definitions. For purposes of this Amendment, any capitalized term not otherwise defined herein shall have the meaning set forth in the Agreement.
- 2. Third Party Administrative Fees. Section 3.3 of the Agreement is hereby deleted in its entirety and replaced with the following:
- 3.3 Third Party Administrative Fees. Sponsor hereby directs and authorizes ESI to facilitate the payment of a quarterly consulting fee of \$0.40 per Prescription Drug Claim ("Consulting Fees") to OSU Managed Health Care Systems, Inc., ("Consultant") on behalf of Sponsor for the consulting services Consultant provides to Sponsor. ESI agrees to facilitate the consulting fees subject to the following:
  - (a) Sponsor has executed this Agreement; and Sponsor is current in its payment obligations to ESI. ESI understands that Sponsor may direct ESI to cease paying the Consulting Fees, and Sponsor shall hold ESI harmless with respect to any dispute between Sponsor and Consultant regarding the Consulting Fees if ESI has paid such fees in accordance with the terms above.
  - (b) Sponsor hereby represents and warrants that the Consulting Fees are fair and reasonable, commensurate with other Consulting Fees in the industry and not in violation of any law or regulation, including ERISA. ESI will not pay per prescription Consulting Fees on Medicare subsidy utilization.
- 3. Effective Date. This Amendment shall be effective as of January 1, 2011.
- 4. Effective of Amendment. Except as expressly provided herein, the terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year below set forth.

EXPRESS SCRIPTS, INC.  
 By: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

BELMONT COUNTY COMMISSIONERS  
 By: Matt Coffland /s/ \_\_\_\_\_  
 Printed Name: Matt Coffland \_\_\_\_\_  
 Title: President \_\_\_\_\_  
 Date: 12/28/11 \_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE BOARD PRESIDENT  
 TO EXECUTE THE RELEASE TO DISCLOSE PROTECTED HEALTH  
 INFORMATION TO FLEXIBLE SAVINGS ACCOUNT OR DISEASE  
 MANAGEMENT VENDOR/BROKER CONSULTANT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize the President of the Board, Matt Coffland, to execute the Release to Disclose Protected Health Information to Flexible Savings Account or Disease Management Vendor/Broker/Consultant.

**EXPRESS SCRIPTS**

**Release to Disclose Protected Health Information  
 to Flexible Savings Account or Disease Management Vendor / Broker / Consultant**

Name of Employer: Belmont County  
 DIV code: BEL  
 Name of TPA, HMO or MCO ("Third Party")  
 (if applicable): \_\_\_\_\_  
 Name of Vendor/Broker/Consultant ("Recipient"): Schwendeman Agency  
 Please identify the specific data fields that should be provided to Recipient ("PHI"):

All

- 1. Pursuant to the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") of the Health Insurance Portability and Accountability Act of 1996, Employer represents and warrants that: (a) Recipient is performing certain flexible savings account, consultant, disease management or other services in connection with the management of Employer's plan, and such services constitute "treatment", "payment" or "healthcare operations" functions (as those terms are defined by the Privacy Rule); and (b) in order to perform these services Recipient needs access to PHI relating to Employer, and Employer hereby authorizes Express Scripts ("ESI") to provide the PHI to Recipient.
- 2. If a Third Party is authorized to direct the provision of PHI to Recipient, Third Party represents and warrants in addition to the representations above, as follows: (a) Employer has authorized and directed Third Party to disclose the PHI to Recipient on Employer's behalf; and (b) Recipient has entered into a written agreement with Third Party (or Employer) pursuant to which Recipient has agreed to be bound by all of the same business associate terms and restrictions that Third Party is subject to under its agreements with Employer. Third Party agrees

to promptly notify ESI in the event the aforementioned representations and warranties cease to be accurate, and agrees to indemnify and hold ESI harmless to the extent ESI incurs any damages or penalties in reliance on this Release, except in the event of ESI's fraud, negligence or willful misconduct.

Once completed, this Release should be sent to the following address:

Express Scripts, Inc.  
 Attn: Alisa Kuhn  
*(insert Account or Implementation Manager's name)*  
6625 W. 78<sup>th</sup> Street, Mail Route BL0410, Bloomington, MN 55439  
*(insert Account or Implementation Manager's site address)*

**NOTE: Upon return, please attach to Account in Houston**

The undersigned hereby certifies that he or she has full authority to act on behalf of Employer or Third Party (as applicable), and has executed this Release on behalf of such party.

<b>Employer</b>	<b>Third Party</b>
By: <u>Matt Coffland /s/</u>	By: _____
Printed Name: <u>Matt Coffland</u>	Printed Name: _____
Title: <u>President</u>	Title: _____
Date: <u>12-28-11</u>	Date: _____

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO VARIOUS  
 VENDOR AGREEMENTS ON BEHALF OF BCDJFS  
 FOR THE PROVISION OF TRANSPORTATION FOR MEDICAID RECIPIENTS**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter into the following Vendor Agreements, on behalf of the Belmont County Department of Job & Family Services, for the provision of transportation for Medicaid recipients, effective January 1, 2012 through December 31, 2012 in an amount not to exceed \$80,000.00:

- Vendor**  
 Barnesville Taxi (renewal)  
 Neffs Fire Department (renewal)  
 Martins Ferry EMS (renewal)  
 Bethesda EMS  
 Barnesville EMS

*Note: Levy funds will not be used for these Medicaid Title XIX contracts.*

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

This agreement to provide transportation is made and entered into this 1st day of January, 2012 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Neffs Fire Department, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2012 through December 31, 2012 inclusive, unless otherwise terminated.

**GENERAL REGULATIONS**

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

**PAYMENT PROCEDURES**

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile and \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per client each way. Also, there will be a \$10.00 fee in the event of a no show. In addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider.
- B. The maximum amount billable under this agreement will not exceed \$ 80,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the month. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- E. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the \_\_\_\_\_ day of January, 2012 .  
 Signature Dwayne Pielech /s/ Signature \_\_\_\_\_  
 Dept. of Job and Family Services Provider Signature  
 Belmont County Department of Job and Family Services  
 Division of Social Services  
 310 Fox-Shannon Place  
 St. Clairsville, Ohio 43950  
 (740) 695-1074  
 Date 12-21-11 Date \_\_\_\_\_  
 Signature Matt Coffland /s/ Date 12-28-11  
 Signature Charles R. Probst, Jr. /s/ Date 12-28-11  
 Signature Ginny Favede /s/ Date 12-28-11  
 Belmont County Commissioners  
 Approved as to form Chris Berhalter /s/ Date 12-28-11  
 Prosecutor

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

This agreement to provide transportation is made and entered into this 1st day of January, 2012 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Martins Ferry EMS, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2012 through December 31, 2012 inclusive, unless otherwise terminated.

*(Note: Agreement same as above to signature lines.)*

This agreement signed on the \_\_\_\_\_ day of January, 2012 .  
 Signature Dwayne Pielech /s/ Signature \_\_\_\_\_  
 Dept. of Job and Family Services Provider Signature  
 Belmont County Department of Job and Family Services  
 Division of Social Services  
 310 Fox-Shannon Place  
 St. Clairsville, Ohio 43950  
 (740) 695-1074  
 Date 12-21-11 Date \_\_\_\_\_  
 Signature Matt Coffland /s/ Date 12-28-11  
 Signature Charles R. Probst, Jr. /s/ Date 12-28-11  
 Signature Ginny Favede /s/ Date 12-28-11  
 Belmont County Commissioners  
 Approved as to form Chris Berhalter /s/ Date 12-28-11  
 Prosecutor

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

This agreement to provide transportation is made and entered into this 1st day of January, 2012 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Bethesda EMS, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2012 through December 31, 2012 inclusive, unless otherwise terminated.

*(Note: Agreement same as above to signature lines.)*

This agreement signed on the \_\_\_\_\_ day of January, 2012 .  
 Signature Dwayne D. Pielech /s/ Signature \_\_\_\_\_  
 Dept. of Job and Family Services Provider Signature  
 Belmont County Department of Job and Family Services  
 Division of Social Services  
 310 Fox-Shannon Place  
 St. Clairsville, Ohio 43950  
 (740) 695-1074  
 Date 12-21-11 Date \_\_\_\_\_  
 Signature Matt Coffland /s/ Date 12-28-11  
 Signature Charles R. Probst, Jr. /s/ Date 12-28-11  
 Signature Ginny Favede /s/ Date 12-28-11  
 Belmont County Commissioners  
 Approved as to form Chris Berhalter /s/ Date 12-28-11  
 Prosecutor

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

This agreement to provide transportation is made and entered into this 1st day of January, 2012 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville EMS, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from January 1, 2012 through December 31, 2012 inclusive, unless otherwise terminated.

*(Note: Agreement same as above to signature lines.)*

This agreement signed on the \_\_\_\_\_ day of January, 2012 .  
 Signature Dwayne D. Pielech /s/ Signature \_\_\_\_\_  
 Dept. of Job and Family Services Provider Signature  
 Belmont County Department of Job and Family Services  
 Division of Social Services  
 310 Fox-Shannon Place  
 St. Clairsville, Ohio 43950  
 (740) 695-1074  
 Date 12-21-11 Date \_\_\_\_\_  
 Signature Matt Coffland /s/ Date 12-28-11  
 Signature Charles R. Probst, Jr. /s/ Date 12-28-11  
 Signature Ginny Favede /s/ Date 12-28-11

Belmont County Commissioners  
Approved as to form Chris Berhalter /s/ Date 12-28-11  
Prosecutor

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

This agreement to provide transportation is made and entered into this 16th day of June, 2010 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Taxi Service, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2010 through June 30, 2011 inclusive, unless otherwise terminated.

*(Note: Agreement same as above except for the following paragraph:)*

**PAYMENT PROCEDURES**

A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time when a driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per client each way. Also, there will be a \$10.00 fee in the event of a no show. In addition to these fees, a one-time annual \$500.00 inspection fee will be paid to the provider.

This agreement signed on the \_\_\_\_\_ day of June, 2010 .  
Signature Dwayne D. Pielech /s/ Signature \_\_\_\_\_  
Dept. of Job and Family Services Provider Signature

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

Date 12-21-11 Date \_\_\_\_\_  
Signature Matt Coffland /s/ Date 12-28-11  
Signature Charles R. Probst, Jr. /s/ Date 12-28-11  
Signature Ginny Favede /s/ Date 12-28-11

Belmont County Commissioners  
Approved as to form Chris Berhalter /s/ Date 12-28-11  
Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF 2 DODGE CARAVANS FOR THE BCDJFS/SENIOR SERVICES PROGRAM**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the purchase of two (2) 2012 Dodge Grand Caravans in the amount of \$20,547.00 (each), State purchasing price, from Thomas Jeep Eagle Chrysler Plymouth Dodge of St. Clairsville for the Belmont County Department of Job & Family Services/Senior Services Program, based upon the recommendation of Bob Roth, Transportation Director.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR FOUR (4) NEW SEDAN CARS FOR BCDJFS SENIOR PROGRAM**

Motion made by Mr. Coffland, seconded by Mrs. Favede to advertise for bids for four (4) new sedan cars-two- (2) front-wheel drive and (2) all-wheel drive, for the Belmont County Department of Job & Family Services/Senior Services Program, based upon the recommendation of Bob Roth, Transportation Director.

*Note: The all-wheel drive vehicles are requested to assist drivers that transport dialysis patients.*

**NOTICE TO BIDDERS**

**BELMONT COUNTY COMMISSIONERS' OFFICE  
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:00 A.M. (Local Time) Wednesday, January 18, 2012, for furnishing two (2) new All Wheel Drive Sedans and two (2) new Front Wheel Drive Sedans, for Belmont Co. Dept. of Job & Family Services Senior Program**, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. -OR-
- A certified check, cashier's check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety: Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

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

**Times Leader Advertisement: Two (2) Wednesdays, January 4, 2012 and January 11, 2012**

Upon roll call the vote was as follows:

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





**IN THE MATTER OF BID OPENING FOR THE GRAVITY SANITARY SEWER SYSTEM FOR NEFFS, WEST NEFFS & ST. JOE LOCATIONS/BCSSD**

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 Gravity Sanitary Sewer System for Neffs, West Neffs and St. Joe locations, they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>	
<b>James White Construction</b> 4156 Freedom Way Weirton, WV 26062	X	Neffs	1,897,183.00
		W. Neffs	462,809.00
		St. Joe	<u>537,426.00</u>
		<b>TOTAL</b>	<b>2,897,418.00</b>
<b>Ohio West Virginia Excavating</b> P.O. Box 128 Powhatan Point, OH 43942	X	Neffs	2,177,935.00
		W. Neffs	600,277.00
		St. Joe	<u>656,078.00</u>
		<b>TOTAL</b>	<b>3,434,290.00</b>
<b>Fields Excavating, Inc.</b> 177 Township Road 191 Kitts Hill, OH 45645	X	Neffs	1,895,942.38
		W. Neffs	426,574.73
		St. Joe	<u>487,288.25</u>
		<b>TOTAL</b>	<b>2,809,805.36</b>
<b>Glenn Johnston, Inc.</b> 1055 Center Street McKeesport, PA 15132	X	Neffs	2,056,107.00
		W. Neffs	677,380.00
		St. Joe	<u>474,220.00</u>
		<b>TOTAL</b>	<b>3,207,707.00</b>
<b>J.R. Contracting, LLC</b> Box 315 810 Route 519 Eighty Four, PA 15330	X	Neffs	2,240,171.00
		W. Neffs	773,243.00
		St. Joe	<u>672,371.00</u>
		<b>TOTAL</b>	<b>3,685,785.00</b>

Present for the bid opening were BCSSD Director Mark Esposito; Project Manager Kelly Porter, Project Engineer Bill Street, County Engineer Fred Bennett, and Robert DeFrank of The Times-Leader.

Motion made by Mr. Probst, seconded by Mr. Coffland to turn over all bids received for the Gravity Sanitary Sewer System for Neffs, West Neffs and St. Joe locations to Mark Esposito, Director, Belmont County Sanitary Sewer District, and Bill Street, Project Engineer, for review and recommendation.

Upon roll call the vote was as follows:

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

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

**THE MATTER OF AUTHORIZING THE TERMINATION OF A BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES EMPLOYEE**

Motion made by Commissioner Coffland, seconded by Commissioner Probst to authorize the following:

**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 authorize 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 terminate employment of a Belmont County Department of Job and Family Services employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE HIRING OF AN INTERMITTENT WORKER FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/SENIOR SERVICES PROGRAM**

Motion made by Commissioner Coffland, seconded by Commissioner Probst 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; and

**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 (BCDJFS) the authority to hire an intermittent worker for the BCDJFS Senior Services Unit. This employee will be compensated in accordance with the appropriate pay schedule for their position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE CHANGE IN EMPLOYMENT STATUS OF A PART TIME EMPLOYEE TO FULL TIME FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/SENIOR SERVICES PROGRAM**

Motion made by Commissioner Coffland, seconded by Commissioner Probst 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; and

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 (BCDJFS) the authority to change employment status from part-time to full-time for an employee in the BCDJFS Senior Services unit. This employee will be compensated in accordance with the appropriate pay schedule for their position.

Upon roll call the vote was as follows: Mr. Coffland Yes  
Mr. Probst Yes  
Mrs. Favede Yes

**IN THE MATTER OF HOURLY RATE ADJUSTMENT FOR A MANAGEMENT EMPLOYEE OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

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

**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, Bonnie White, Fiscal Officer, has been assigned additional responsibilities beyond her current duties;

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant a pay supplement of \$ .95 per hour for Bonnie White, BCDJFS Fiscal Officer, beginning with the pay period effective October 9, 2011.

Upon roll call the vote was as follows:  
Mr. Coffland Yes  
Mr. Probst Yes  
Mrs. Favede Yes

**IN THE MATTER OF APPROVING AND SIGNING THE FIRST AMENDMENT TO AGREEMENT FOR PURCHASE OF PERFORMANCE OF SERVICES CONTRACTS FOR HOMEMAKER/PERSONAL CARE SERVICES**

Motion made by Mr. Coffland, seconded by Mr. Probst to approve and sign the **First Amendment to Agreement for Purchase of Performance of Services Contracts for Homemaker/Personal Care Services**, on behalf of the Belmont County Department of Job & Family Services, to extend the current contracts through January 31, 2012 with the following agencies:

- Helping Hands and Warm Hearts, LLC; Interim Health Care of SE Ohio, Inc.; Advanced Home Health, Inc.; Medical Services of America Inc., dba Medi Home Private Care

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
First Amendment to Agreement for Purchase of the Performance of Services Contract  
Homemaker/Personal Care Services 2011 4<sup>th</sup> Quarter**

The parties to contract entered into as of the 1<sup>st</sup> day of **October, 2011**, by and between the **Belmont County, Ohio Board of County Commissioners** ("Purchaser" or "Commissioners") (who entered into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and (**Helping Hands and Warm Hearts, LLC/Interim Health Care of SE Ohio, Inc./Advanced Home Health, Inc./Medical Services of America Inc., dba Medi Home Private Care**) (hereinafter "Contractor"), hereby agree to extend the contract in accordance with Section 3 until the new termination date of January 31, 2012. The contract shall be so construed, and in all other respects, the contract remains in force.

**FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)**

Matt Coffland /s/ 12-28-11  
Matt Coffland, President, Belmont County Commissioners Date

Ginny Favede /s/ 12-28-11  
Ginny Favede, Belmont County Commissioner Date

Charles R. Probst, Jr. /s/ 12-28-11  
Charles R. Probst, Jr., Belmont County Commissioner Date

Dwayne D. Pielech /s/ 12-28-11  
Dwayne D. Pielech, Director Belmont County Dept. of Job & Family Services Date

Wendy Jendrusik /s/ 12-30-11  
FOR HELPING HANDS AND WARM HEARTS, LLC Date

Becky Everett /s/ 12-30-11  
FOR INTERIM HEALTH CARE OF SE OHIO, INC. Date

(?) /s/ 12-30-11  
FOR ADVANCED HOME HEALTH, INC. Date

Teresa L. Goetz 12-30-11  
FOR MEDICAL SERVICES OF AMERICA, INC. D/B/A/ MEDI HOME PRIVATE CARE Date

**APPROVED AS TO FORM**  
David K. Liberati /s/ (cb) 12-28-11  
David K. Liberati Date  
Assist. Belmont County Prosecutor

Upon roll call the vote was as follows:  
Mr. Coffland Yes  
Mr. Probst Yes  
Mrs. Favede Yes

**IN THE MATTER OF ENTERING INTO A SENIOR CENTER RENTAL/LEASE AGREEMENT ON BEHALF OF BCDJFS WITH THE CHRISTIAN CHURCH OF FLUSHING, OHIO**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into a Senior Center Rental/Lease Agreement, on behalf of the Belmont County Department of Job and Family Services, with the Christian Church of Flushing, Ohio (Lessor) in the amount of five hundred (\$500.00) per month, effective January 1, 2012 through December 31, 2012 for the Flushing Senior Center.

**LEASE AGREEMENT**

This lease agreement is made as of the 1<sup>st</sup> day of October, 2011 by and between Christian Church of Flushing, Ohio, hereinafter referred to as the "Lessor" and the Belmont County Commissioners contracting on behalf of the Belmont County Department of Job and Family Services, hereinafter referred to the "Lessee." It is understood that BCDJFS is the agency of the Commissioners that will use the premises under this lease.

**WITNESSETH**

**I - Description of the Premises**

The Lessor agrees to lease to the Lessee the sub-basement of the Flushing Christian Church, located in the Village of Flushing, Belmont County, Ohio. Lessee shall be entitled to exclusive use of the premises. However, Lessee shall make the premises available for use by the Lessor on an occasional basis on advance notice to Lessee; and Lessor shall also have access to the leased premises if needed during periods when Lessee is not actually using the premises.

**II Rent/Term**

The rent under this lease shall be for the sum of \$500.00 per month commencing January 1, 2012 and continuing until December 31, 2012, with the monthly rent due on the first day of each month of the lease term.

During the term of this lease, the Lessee will be permitted to use this facility to provide congregate meals and other services to senior citizens, essentially to the same extent previously permitted to Belmont Senior Services, Inc. (hereinafter referred to as "BSS") at this location. The Lessee may also provide health/nutrition education for seniors only. The Lessee will only use said facility for senior services.

The Lessee is only required to use available senior service levy funds to pay for obligations arising under this agreement, and neither the Lessee nor the Commissioners are required to pay any such obligations from general revenue funds or other funds of the County. Also, the Lessee's and Commissioners' total obligation under this agreement will not exceed twenty-five thousand dollars (\$25,000)(statutory limit).

**III - Renewals**

Any future renewals shall be renegotiated prior to January 1<sup>st</sup> of each year, unless the Lessee notifies the Lessor in writing of its intention not to renew the lease or any renewals thereof by giving at least sixty (60) days advance written notice. Likewise, the Lessor agrees to give the Lessee at least sixty (60) days advance written notice if they have no intention of renewing said lease or renewals.

**IV - Utilities and Real Estate Taxes**

Lessor shall be responsible for the utilities used and charged against the premises as well as the payment of any real estate taxes, if any, which may be assessed against the property; except if the Lessee installs within the premises properties that would require increases in electrical use over and above that which the Lessor would normally incur, then the Lessee shall pay for the electrical utility of that portion of the premises leased.

Furthermore, if BSS was paying any utilities to someone else for the senior center (e.g., phone, Internet), Lessee will make arrangements to have the accounts transferred and pay those directly to that utility provider, plus installation/transfer fees if any. If BSS has paid an individual rent or utility charge prior to the time the parties execute this Agreement (for example, phone or Internet for October), Lessee is not required to pay that same bill over again.

**V - Liability**

The Lessor shall not be liable for any injury to or death of persons, or loss or damage to property occurring on the leased premises by the use of said premises by the Lessee, its employees, agents, or invitees. Similarly, neither the BCDJFS, nor the Commissioners, nor either's employees, agents, nor invitees are liable or responsible for use of the premises by the Lessor, its employees, agents, or invitees.

Lessee (or the Commissioners) shall, at its sole expense, at all times during the term of this Lease or any renewal term, maintain in force a policy of insurance, written and issued by a responsible insurance entity, approved by the Lessor, which will insure the parties herein against liability for injury to or death of persons or loss or damage to its property occurring in or about the leased premises or growing out of or arising from the operation and conduct of the activities of the Lessee. The standard general liability insurance policy issued to the County by the County Risk Sharing Authority will satisfy this paragraph. See also "VIII Insurance" below.

**VI - Assignment**

Lessee shall not assign this lease nor sublet the premises without first obtaining the written consent of Lessor.

**VII - Repairs**

Lessee covenants and agrees, at its sole cost, to maintain the leased premises in good condition, to be responsible for all minor repairs and further agrees not to commit or suffer any waste therein. Lessor covenants and agrees to be responsible for any and all major repairs to the said premise as long as the damage is not caused by the negligence of the Lessee or the intentional acts of the Lessee. The Lessor will also be responsible for snow removal in the back of the premises for safe entry into the seniors' location. Lessor will also furnish gravel for the seniors' parking if needed.

**VIII - Insurance**

Lessor shall insure and keep insured during the term hereof or any renewal term, the building on said premises, against loss or damage by fire and windstorm.

**IX - Termination of Lease**

This lease may be terminated by either the Lessor or the Lessee with sixty (60) day written notice during the original term of the Lease or renewals thereafter.

**X - Inspection**

Lessee covenants and agrees to permit Lessor, or agents of Lessor, to enter upon said premises at all times to examine the condition of the same.

**XI - Improvements**

Lessee covenants and agrees to make no alterations or improvements to the premises without the express written consent of the Lessor. IN WITNESS WHEREOF, the said Lessor and Lessee have set their hands to duplicates hereof as of the day and year first above written.

**FOR BELMONT COUNTY COMMISSIONERS**

Matt Coffland /s/

Matt Coffland, President

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., V.P.

Ginny Favede /s/

Ginny Favede

Approved as to form:

David K. Liberati /s/

David K. Liberati, Assistant Prosecutor

**FOR FLUSHING CHRISTIAN CHURCH**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENTS  
TO THE BELMONT COUNTY 911 BOARD**

Motion made by Mr. Coffland, seconded by Mr. Probst to make the appointments to the 9-1-1 Board effective January 1, 2012 through December 31, 2013 to fill unexpired terms as follows:

- Patty Phillips to fill the unexpired term of Bryan Woodford-Emergency Medical Personnel
- Jack Regis, Jr., Martins Ferry, to fill the unexpired term of Ed Duke-Fire Chief
- Mayor Sue Pelkowski of Holloway to fill the unexpired term of Mayor Phil Wallace

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SEEKING ADMINISTRATION OF THE  
REVOLVING LOAN FUND FROM BELOMAR REGIONAL COUNCIL**

Motion made by Mr. Coffland, seconded by Mr. Probst to seek administration of Belmont County’s Revolving Loan Fund from Belomar Regional Council.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 11:30 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to enter executive session with Larry Merry, Belmont County Port Authority Director, pursuant to O.R.C. 121.22(G)(2) Property Exception, to consider sale of property at competitive bidding.

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

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

**OPEN PUBLIC FORUM – None.**

**BREAK-RECONVENED TUESDAY, JANUARY 3, 2012**

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 12:15 P.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter Executive Session with Mike Kinter, Belmont County HR Manager, pursuant to ORC 121.22(G)(1), Personnel Exception, to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION**

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

Upon roll call the vote was as follows:

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

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

December 28, 2011

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 4:35 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting at 4:35 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of January, 2012.

\_\_\_\_\_

\_\_\_\_\_ 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