

St. Clairsville, Ohio

July 29, 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-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	736.00
B-Crossroads Counseling	June Counseling-Northern Ct./Indigent Drivers Alcohol Fund	3,830.11
K-Staples Credit Plan	Supplies/Engineer MVGT Fund	515.90
P-American Electric Power	Services/BCSSD Funds	25.31
P-Indoff	Supplies/BCSSD Funds	174.47
P-Robinson Pipe Cleaning Co.	Refund/BCSSD Funds	240.00
P-Rose Products & Services	Supplies/BCSSD Funds	198.09
P-Sal Chemical Co., Inc.	Materials/BCSSD Funds	8,436.95
P-St. Clair Auto Parts, Inc.	Equipment/BCSSD Funds	3,353.00
P-Valley National Gases	Materials/BCSSD Funds	21.69
P-Water Bond Retirement Fund	Transfers out/BCSSD Funds	456.00
S-Comcast	Internet/Northern Div. Ct. Computer Fund	74.90
T-David Barnes	Wallace Property Buyout/FEMA-Hazard Mitigation Fund	52,135.00
T-David Paul	Refund/BCSSD Fund	48.05
Y-Health Plan of the Upper Ohio Valley-HMO	August Premium/Employer' Share Holding Account	162,755.58
Y-Health Plan of the Upper Ohio Valley-PPO	August Premium/Employer's Share Holding Account	225,572.84

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 July 29, 2009 as follow:

<u>FUND</u>	<u>AMOUNT</u>
A-GENERAL	\$78,616.83; \$5,952.20
A-GENERAL/AUDITOR	\$1,652.77
A-GENERAL/SHERIFF	\$2,387.17; \$150.00; \$6,349.97; \$450.00; \$300.97
A-GENERAL/ATTORNEY FEES	\$2,151.70
A-GENERAL/EMA	\$1,378.11
A-GENERAL/911	\$824.83
B-Dog and Kennel	\$6,634.34
E-911	\$813.00
H-County Home, Park Health	\$26,469.97
H-Job & Family, Public Assistance	\$943.94; \$33,395.60; \$2,728.11
H-Job & Family, WIA	\$36,624.19
K-Engineer MVGT	\$382.00; \$902.44; \$33,015.58
P-Oakview Admn Bldg	\$5,001.11
P-Sanitary Sewer District	\$4,137.58; \$250.42; \$192.15; \$844.80; \$3,547.63; \$608.46; \$548.34; \$419.48
S-District Detention Home	\$1,604.32
S-Job & Family, Children Services	\$2,599.31; \$5,410.34; \$2,921.94
S-Oakview Juvenile Residential Center	\$1,863.08
S-Sheriff Commissary	\$5,682.11; \$186.68; \$4,590.00

Upon roll call the vote was as follows:

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

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

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

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0012-A001-B12.002 Salaries	E-0011-A001-B06.007 Unemployment	\$ 1,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN THE
BELMONT COUNTY GENERAL FUND/SHERIFF DEPT.

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfer within the Belmont County General Fund/Sheriff Dept.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0131-A006-A23.000 Background	E-0131-A006-A19.000 Clothing	\$ 2,100.00

**Note – To cover adjustments to Clothing Allowances for recalls from Laid Off Status.*

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

FROM	TO	AMOUNT
WWS#2	WWS#2	
E-3701-P003-P31.000 OE Employee	E-3701-P003-P23.011 Services	5,000.00
WWS#3	WWS#3	
E-3702-P005-P31.000 OE Employee	E-3702-P005-P23.011 Services	50,000.00
SSD#2	SSD#2	
E-3705-P053-P03.013 Projects	E-3705-P053-P05.000 Materials	3,000.00
E-3705-P053-P01.002 Salaries	E-3705-P053-P07.011 Services	10,000.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
SSD#3A	SSD#3A	
E-3706-P055-P15.000 OE Oper	E-3706-P055-P07.011 Services	\$ 1,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers between funds for various Sanitary Sewer District Funds.

FROM	TO	AMOUNT
WWS#3	WWS#3	
E-3702-P005-P34.074 Transfer Out	R-9200-O003-O08.574 Bond Account Transfer In	24,000.00
E-3702-P005-P34.074 Transfer Out	R-9201-O004-O06.574 Phase I – Transfer In	18,000.00
E-3702-P005-P34.074 Transfer Out	R-9204-O007-O06.574 Phase II – Transfer In	40,000.00
SSD#2	SSD#2	
E-3705-P053-P16.074 Transfer Out	R-9203-O006-O08.574 Bond Account Transfer In	23,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION
CHARGEBACKS-JULY AND AUGUST, 2009**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for July and August, 2009.

FROM		TO	AMOUNT
E-0041-A002-H05.006	PROBATION OFFICER	R-9891-Y091-Y01.500	0.00
E-0054-A006-F08.006	DISASTER SERVICES	R-9891-Y091-Y01.500	0.00
E-0056-A006-E11.006	911 FUND	R-9891-Y091-Y01.500	14,551.74
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	8,351.12
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	12,969.88
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	1,040.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	23,897.90
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	1,589.08
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	5,666.82
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,182.18
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	1,855.54
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	3,178.16
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	5,785.84
E-1815-L005-L15.006	WATERSHED TREATMT	R-9891-Y091-Y01.500	926.58
E-2150-H030-H11.000	PARK HEALTH CENTER	R-9891-Y091-Y01.500	86,703.59
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	617.72
E-2410-S066-S80.000	BD of DD	R-9891-Y091-Y01.500	79,259.99
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	0.00
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	12,921.40
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,589.08
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	3,639.56
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	36,422.02
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	14,172.16
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	5,476.98

E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	7,422.16
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	0.00
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	1,546.68
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	18,657.98
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
WATER DEPARTMENT			
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,764.68
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	16,110.06
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	3,468.30
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	3,363.16
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	587.90
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	203.66
COUNTY HEALTH			
E-2210-E001-E15.006		R-9891-Y091-Y01.500	4,226.58
E-2227-F074-F03.002	Sewage Program	R-9891-Y091-Y01.500	2,325.00
E-2213-F075-F01.002	Vital Stats	R-9891-Y091-Y01.500	1,925.00
E-2214-F076-F01.002	PH infrastructure	R-9891-Y091-Y01.500	1,640.00
E-2215-F077-F01.002	Family Planning	R-9891-Y091-Y01.500	145.00
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	145.00
E-2218-G000-G01.002	Food Services	R-9891-Y091-Y01.500	2,925.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
Juv Court/Grants			
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	0.00
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	635.50
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	1,589.08
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,178.16
E-0400-M077-M02.008	Supreme Court	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	3,771.26
TOTALS			402,427.50
	Mr. Probst	Yes	
	Mr. Coffland	Yes	
	Mrs. Favede	Yes	

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE FOX COMMERCE PARK LOAN REPAYMENT 0014 FUND**

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 July 29, 2009.

E-9208-O014-005.050 Interest \$ 6,600.00

(Loan payments for July & August)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR VARIOUS OAKVIEW JUVENILE REHAB 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 July 29, 2009.

OV EDUCATIONAL SERVICES S027		
E-8007-S027-S06.000	OVESC (Program Supplies)	8,648.15
OAKVIEW JUVENILE REHABILITATION		
E-8010-S030-S53.000	Medical	14.00
N.S.L.A. OAKVIEW JUVENILE S031		
E-8011-S031-S02.000	Food (Meal Tickets)	15.00
E-8011-S031-S02.000	Food (NSLA)	2,126.91
ACTIVITY FUND S032		
E-8012-S032-S00.000	Youth Activity Fund	0.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR OAKVIEW JUVENILE REHAB S027 AND S030 FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 29, 2009.

OV EDUCATIONAL SERVICES S027		
E-8010-S030-S75.074	Transfers Out	10,000.00
OAKVIEW JUVENILE REHAB S030		
E-8010-S030-S40.000	Grant Holding Account	63,504.67
E-8010-S030-S51.002	Salaries	98,000.00
E-8010-S030-S53.000	Medical	5,000.00
E-8010-S030-S55.010	Supplies	2,000.00

E-8010-S030-S56.000	Motor Vehicle	2,000.00
E-8010-S030-S57.000	Travel & Staff Development	700.00
E-8010-S030-S58.000	Communications	3,000.00
E-8010-S030-S59.000	Fuel/Utilities	24,000.00
E-8010-S030-S60.000	Maintenance & Repair	22,000.00
E-8010-S030-S63.000	General	300.00
E-8010-S030-S65.000	Indirect Costs	3,000.00
E-8010-S030-S66.003	PERS	25,000.00
E-8010-S030-S67.004	Workers' Compensation	5,000.00
E-8010-S030-S68.006	Hospitalization	40,000.00
E-8010-S030-S69.007	Unemployment Compensation	1,400.00
E-8010-S030-S70.005	Medicare	<u>3,000.00</u>
TOTAL		297,904.67

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 29, 2009.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T03.000 CDBG Escrow Account "CHIP" \$ 18,806.00
 Draw Number 394 – Grant #B-C-07-007-1 & #B-C-07-007-2

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	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 July 29, 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:

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:

AUDITOR – Deborah Meloy and Sheila Turner to travel to Columbus, OH, on September 9, 2009, to attend meeting with STRS. A county car will be used. Estimated expenses: \$100.00

BCDJFS – Jack Cera to travel to Columbus, OH, on July 28, 2009, to attend Coal Miner Training Meeting with DOD Director. Estimated expenses: \$144.00

ENGINEER – Don Pickenpough, GIS Director to travel to Columbus/Worthington, OH, on August 26-27, 2009, to attend 2009 Ohio Statewide Floodplain Management Conference. Estimated expenses: \$375.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

CDBG - \$ 18,806.00 paid into R-9702-T011-T05.501 CDBG – Grant CHIP on July 27, 2009. Grant #B-C-07-007-1 & #B-C-07-007-2. Draw No. 394.

GENERAL - \$217.80 paid into R-0050-A000-A45.500 Refunds & Reimbursements on July 27, 2009. This is a refund from the Crowne Plaza Columbus for Probation Officer Bill Artrip.

FOX COMMERCE FUND - \$6,600.00 transferred from General Fund into the Fox Commerce Fund to pay the July and August loan payments.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING AUDITOR JOSEPH A. PAPPANO TO ESTABLISH A NEW FUND FOR VARIOUS OFFICES

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

- Juvenile Court** – Truant Officer Grant
- Engineer** - Construction Fund / Bridge & Retaining Wall Construction Improvement
- MR/DD** - DD-ARRA Funds
- Sheriff** – Recovery Act – JAG Equipment

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM –Ed Jagucki asked if there was anything new on the Neffs Sewer Project. Commissioners advised there is nothing new since last week when Mr. Jagucki met with Mark Esposito and Kelly Porter to discuss the status of the project. A.C. Wiethe of Belomar advised the project is progressing slowly, but it is progressing.

A brief discussion was held in response to questions regarding several county buildings: The board was asked if there was a time table regarding renovations of the former jail residence. Mrs. Favede replied, “No, there is no time frame yet.” The board was asked the status of the former Mediterranean Building. Commissioner Coffland said a Prosecutor’s opinion is being sought regarding the proper way to auction the same and if sold, the money will go back to Belmont Senior Services. Commissioner Favede said possible renovations of the old courthouse annex building on SR 331 are being discussed with Belmont Technical College, but no definite plans have been made as of yet.

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: June 24, 2009 and July 1, 2009

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the minutes of the Belmont County Board of Commissioners Special Meeting of June 30, 2009.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION REQUESTING TERMINATION OF THE T51 FUND, RELIEF OR OTHER WELFARE ACCOUNT

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 29th day of July, 2009. Commissioner Favede moved the adoption of the following:

RESOLUTION

WHEREAS, it has been presented by the Belmont County Auditor that Fund T51, Relief or Other Welfare account, was accumulated from rent payments made by Belmont County Department of Job and Family Services more than twenty years ago; and

WHEREAS this Fund has been inactive and unused since 1991; and

WHEREAS this Fund has no activity and the undertaking for which it existed has ceased.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Belmont County, Ohio formally requests that this Fund be terminated with its remaining balance being transferred to the General Fund of Belmont County.

Commissioner Probst seconded the motion and upon roll call the foregoing was unanimously adopted this 29th day of July, 2009.

BELMONT COUNTY COMMISSIONERS

Charles R. Probst, Jr. /s/

Charles R. Probst, Jr., President

Ginny Favede /s/

Ginny Favede, Vice-President

Matt Coffland /s/

Matt Coffland

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING PURCHASE OF PROPERTY FOR THE NEFFS MITIGATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Belmont County Commissioners to purchase the following property for the Neffs Mitigation Project and authorize Commission President Charles R. Probst, Jr. to sign on behalf of the Board of Commissioners on all closing documents. Funding for this project is 75% FEMA Hazard Mitigation Grant and 25% Local match.

PROPERTY OWNER BUYOUT PRICE

Darlene Wallace \$51,800.00

65113 Shields Hollow Road

Bellaire, Ohio 43906

Fred & Merinda Shepherd \$16,490.00

64227 Sand Hill Road

Bellaire, Ohio 43906

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTANCE OF THE GRANT FROM OPWC FOR EMERGENCY ROAD REPAIRS/ENGINEER

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the acceptance of the grant, on behalf of the Belmont County Engineer, from Ohio Public Works Commission (OPWC), Control Number CU20M/CU21M for the **Emergency Road Repair Project** as follows:

Grant amount \$ 225,000.00

Loan amount 75,000.00

Total Project Estimate \$ 340,090.00

Note: This is for the repair of three embankment failures due to the June rains, two on Pipe Creek Road and one on Willow Grove Road.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING A RESOLUTION ACKNOWLEDGING AND AGREEING TO COMMENCEMENT DATE FOR PARK HEALTH CENTER LEASE

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the following resolution acknowledging and agreeing to commencement date of August 1, 2009 for Park Health Center Lease and authorizing the signing of said agreement.

RESOLUTION

WHEREAS, the Board of County Commissioners of Belmont County, Ohio (hereinafter, "the Commissioners") awarded a bid to and entered into agreements with Park Health Realty, LLC and DC Healthcare Enterprises, LLC, under which Park Health Realty will lease and purchase the Belmont County Park Health Center (the "Facility") and sublease the Facility to DC Healthcare Enterprises, LLC, who will operate it; and WHEREAS, the Commissioners entered into such Lease Agreement as of April 9, 2009 and subsequently entered into the First Amendment of [that] Lease Agreement as of June 12, 2009; and

WHEREAS the Commissioners are advised that the Ohio Department of Job and Family Services has requested that Lessee(s) provide a written document signed by the parties acknowledging the lease commencement date of August 1, 2009, since the words "August 1, 2009" are not expressly stated in the lease or lease amendment;

BE IT RESOLVED that the Commissioners enter into the attached Acknowledgment and Agreement of Lease Commencement, acknowledging and agreeing that the lease will commence on August 1, 2009.

Adopted July 29, 2009

ACKNOWLEDGEMENT AND AGREEMENT OF LEASE COMMENCEMENT

The undersigned, Belmont County, Ohio Board of County Commissioners, as landlord, Park Health Realty, LLC, an Ohio limited liability company, as tenant, DC Healthcare Enterprises, LLC, an Ohio limited liability company, as subtenant, and Frank Murphy, a natural person, as a guarantor, have entered into a certain Lease Agreement, dated April 9, 2009, as amended by a certain First Amendment to Lease Agreement, dated June 12, 2009 (collectively, "Lease"), regarding the lease of the county nursing home commonly known as the Belmont County-Park Health Center, located at 100 Pine Avenue, St. Clairsville, Belmont County, Ohio 43950.

The undersigned hereby acknowledge and agree that: (a) the term of the Lease, as provided in Section 1.01 of the Lease, shall commence effective August 1, 2009; and (b) the Lease, including all of the terms, conditions, and provisions therein, is in full force and is hereby ratified and confirmed.

Belmont County, Ohio Board of County Commissioners

By: Charles R. Probst, Jr. /s/
Charles R. Probst, Jr. President

Matt Coffland /s/
Matt Coffland, Commissioner

Ginny Favede /s/
Ginny Favede, Commissioner

By: Frank Murphy /s/
Frank Murphy, General Manager

DC Healthcare Enterprises, LLC, an Ohio limited liability company

By: Daniel Coggins /s/
Daniel Coggins, Manager

Frank Murphy, a natural person

By: Frank Murphy /s/
Frank Murphy, a natural person

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING RENEWAL OF CONTRACT WITH REBECCA SAFKO FOR WIA AREA 16 FISCAL SERVICES/BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into a renewal of the contract, on behalf of Belmont County Department of Job & Family Services, with Consultant Rebecca Safko for WIA Area 16 fiscal services, in an amount not to exceed \$24,737.50, effective August 1, 2009.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services Contract

Whereas, this contract, entered into on this 14th day of July, 2009, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter "Contractor"), is for the purchase of the performance of the following services: WIA Area 16 fiscal services that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide WIA Area 16 fiscal services. The Purchaser has agreed to use WIA Funds (CFDA # 17.258, #17.259, and #17.260) for the costs incurred under this contract.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

Contractor: Rebecca Safko
1446 Iroquois Drive
Pittsburgh, PA 15205
412-489-5464 or 740-632-4671 cell

III CONTRACT PERIOD

This contract and its terms will become effective on August 1, 2009. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is July 31, 2010. The contract may be extended for one year based on the satisfactory performance of services by the Contractor.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Investment Board

The Workforce Investment Board (WIB), as required by the Workforce Investment Act (WIA) is appointed by the county commissioners in each county in Area 16. The WIB membership is as outlined by the WIA and the Ohio Revised Code. The WIB advises the COG approves Area 16 policies and providers.

Youth Council

The Youth Council is a committee of the WIB that advises them on youth workforce issues for Area 16.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, fiscal reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, fiscal reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIA

WIA is the Workforce Investment Act.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall provide the following fiscal services to Workforce Area 16: act as liaison between Area 16 and state and federal monitors and auditors; performance of cash flow forecasting; weekly draw requests; monthly uploads; review County's funding requests; reconcile funds with counties' monthly reports; maintain WIA Area 16 fiscal documentation; provide technical assistance to counties as necessary; perform fiscal monitoring in each county; prepare and present fiscal reports to the COG and the WIB; act as liaison between ODJFS, Area 16 and individual counties; assist counties with WIA A-133 audits as needed; assist with WIA Area 16 A-133 audits; maintain fiscal documentation; prepare quarterly One Stop MOU cost sharing invoices; prepare Area 16 01992 forms and monthly detail as requested and other fiscal duties as requested by the fiscal agent; complete close-out procedures; make recommendations on reporting, internal controls, etc., as needed; attend and report to the COG and/or WIB quarterly; visit each county at least twice.
2. Contractor must be trained to use the Area Consolidation and Reporting System (ACRS) software. ACRS is used for cash flow forecasts, weekly draw requests, monthly financial uploads, maintaining and monitoring allocations for each WIA funding source and reporting financial information to Area 16. Contractor must develop an understanding of the various reports in ACRS and share the reports with each county in the area by pdf. file each month. Contractor shall meet all service requirements of this contract.
Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
3. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
4. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Investment Act program and related activities as they apply to all counties in WIA Area 16.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties' WIA programs.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

Failure of Contractor to deliver all required invoices by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off- and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Investment Act Funds (CFDA # 17.258, #17.259, and #17.260). In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$24,737.50**.

All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

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

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

The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.

Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$24,737.50.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

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

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

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Workforce Development Area 16 Workforce Investment Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees, if applicable.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Investment Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Investment Area 16 Workforce Investment Board in connection with any omission or negligent action.

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX PROCUREMENT

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

XL COPYRIGHTS AND RIGHTS IN DATA

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

XLI PATENT RIGHTS

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

XL SIGNATURES

<i>Dwayne Pielech per Tom King /s/</i>	7/21/09
Dwayne D. Pielech, Director	Date
Belmont County Department of Job and Family Services	
<i>Charles R. Probst, Jr. /s/</i>	7-29-09
Belmont County Commissioner	Date
<i>Ginny Favede /s/</i>	7-29-09
Belmont County Commissioner	Date
<i>Matt Coffland</i>	7-29-09
Belmont County Commissioner	Date
<i>R. Safko /s/</i>	7-17-09
Rebecca Safko, Consultant	Date
<i>David K. Liberati /s/</i>	7-21-09
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT
FOR C & R JONES, LLC DBA FASTLANE
CAFÉ & PIZZARIA, UNION TOWNSHIP**

Motion made by Mrs. Favede, seconded by Mr. Probst to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a D3 liquor permit, Permit No. 11705380005, for C& R Jones, LLC, DBA Fastlane Café & Pizzeria, 41010 National Rd., Union Township, Belmont, Ohio 43718. There have been no objections received and the Board of County Commissioners has no objections to the permit

Upon roll call the vote was as follows:

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

**IN THE MATTER OF NOTICE OF INTENT
TO ACQUIRE PROPERTY EASEMENT FOR WATERLINE EXTENSION
ON ORCHARD DRIVE, COLERAIN/WOODRING PROPERTY/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Probst to authorize the Board to send a Notice of Intent to Acquire to Jane Woodring for the purchase of an easement for a waterline along Old Orchard Drive in Colerain and to offer to purchase said easement for \$1000.00 (one thousand dollars and 00/100).

NOTICE OF INTENT TO ACQUIRE

TO: Jane Woodring, P.O. Box 442, Westfield Center, Ohio 44251

DATE: 8/3/09

Belmont County, Ohio, acting through the Belmont County Board of County Commissioners needs your property for a water line extension project and will need to acquire the following from you: an easement across the following described property for purposes of constructing, maintaining, operating, repairing and removing a water line and accompanying appurtenances for said water line.

PARCEL NOS. 61-01382.000 AND 61-01436.000 AS SHOWN ON THE MAP OF THE CITY OF MARTINS FERRY WATERLINE BELMONT COUNTY, OHIO, ORCHARD DRIVE WATERLINE EXTENSION PROJECT AS THAT MAP WAS PREPARED BY STREET ENGINEERING AND SURVEYING, THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE AND REPAIR AND REMOVE A WATER LINE ON THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

Situated in the Township of Colerain, County of Belmont, State of Ohio and known as and being a private road, Old Orchard Drive on the Belmont County Engineer's Tax Map being the residue of property described in Deed Volume 563, Page 166, Belmont County Deed Records.

The easement sought is a permanent easement 15 feet in width, 7 ½ feet on each side of the centerline of the proposed water line and a temporary easement for construction purposes 40 feet in width, 20 feet on each side of the centerline of the proposed water line. The length of the easement would be 2,550 ft. The permanent easement would be 38,250 sq. ft. or .878 acres.

A more fully detailed description as to the exact location said easement will run across this property can be found on the map on file in the Offices of the Belmont County Commissioners, Belmont County Courthouse, St. Clairsville, Ohio.

Ohio law authorizes the Board of Belmont County Commissioners to obtain an easement across your property for certain public purposes. The legal description of your property over which an easement is sought by the Board of Belmont County Commissioners is described above and in your deed at Volume 563 Page 166 Belmont County Deed Records.

We are also presenting you with a written offer based on our determination of the fair market value of your property. You will have 14 days from the time you receive that offer to accept or reject the offer. We will be willing to discuss the offer with you during that time. You are not required to accept that offer. If you reject the offer or we are unable to come to an agreement, we may have to exercise our eminent domain authority to appropriate your property, which requires a court procedure. In a court proceeding, you may disagree with any of the following: whether the project is necessary (except in quick takes), whether the project is a public use (except in quick takes), whether your property is blighted (if applicable), and whether our offer reflects the fair market value of the property.

HERE IS A BRIEF SUMMARY OF YOUR OPTIONS AND LEGALLY PROTECTED RIGHTS:

1. By law, the Board of Belmont County Commissioners is required to make a good faith effort to purchase an easement across your property.
2. You do not have to accept this offer and the Board of Belmont County Commissioners is not required to agree to your demands.
3. If you do not accept this offer, and we cannot come to an agreement on the acquisition of an easement, the Board of Belmont County Commissioners has the right to file suit to acquire the easement by eminent domain in the county in which the property is located.
4. You have the right to seek the advice of an attorney, real estate appraiser, or any other person of your choice in this matter.
5. You have a right to appeal this decision and may object to this project's public purpose, necessity, designation of blight (if applicable), or valuation by writing, within ten business days of receiving this notice to Belmont County Commissioners, Belmont County Courthouse, St. Clairsville, Ohio 43950.
6. We are required by law to provide you with a written offer and the appraisal or summary appraisal on which we base that offer. After a trial, a jury will decide the amount you are to be awarded for your property that is taken, for the damage that is caused by the taking, if applicable, and for other damages permitted by law, which could either exceed or be less than our offer. During the court proceeding, you have the right to testify as to the value of your property, and you and the agency are entitled to present evidence of the fair market value of the easement.

You may employ, at your own expense, appraisers and attorneys to represent you at this time or at any time during the proceedings described in this notice.

If we go to court to determine the amount we pay for your property and the jury awards you an amount that is significantly in excess of a good faith offer, revised offer, or offer made after an exchange of appraisals, as provided by law, you may be entitled to recover attorney's fees, costs, and expenses, subject to certain statutory limits.

If we go to court to determine whether the project is necessary or for a public use, and the court decides that it is not necessary or not for a public use, the judge shall award you your full amount of attorney's fees, costs, and expenses.

You also have the right to request that the issue of the value of your property be submitted to nonbinding mediation. You must submit your written request for mediation within ten business days after you file an answer to the agency's petition for an appropriation proceeding. If a settlement is not reached at mediation, the matter will proceed to a jury valuation trial.

If you have any questions concerning this matter, you may contact us at:

Board of Belmont County Commissioners
Belmont County Courthouse
101 W. Main Street
St. Clairsville, OH 43950
(740)699-2155

Charles R. Probst, Jr. /s/

Charles Probst, President

Upon roll call the vote was as follows:

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

**11:00 Agenda Item: Linda Mehl, WIC Director
Re: Breastfeeding Awareness Proclamation**

Linda Mehl, WIC Director, explained this year's theme and promotional activities.

**IN THE MATTER OF ADOPTING PROCLAMATION IN
RECOGNITION OF BREASTFEEDING AWARENESS MONTH**

Motion made by Mrs. Favede, seconded by Mr. Probst to adopt the following proclamation in recognition of Breastfeeding Awareness Month.

PROCLAMATION
IN RECOGNITION OF
BREASTFEEDING AWARENESS MONTH

WHEREAS, the residents of Belmont County are deserving of good health throughout their lives; and
WHEREAS, the health benefits of breastfeeding for children include: a 20 to 30 percent reduced risk of obesity, reduced risk of dying from SIDS, fewer ear and respiratory infections, a reduced risk of developing juvenile and Type II diabetes and an average increase of 6 points in IQ at age 6 ½; and
WHEREAS, the health benefits for mothers who breastfeed include: 24 percent lower risk developing breast cancer, a lower risk of developing osteoporosis later in life, and a reduced risk of developing Type II diabetes; and
WHEREAS, the economic benefits of breastfeeding include: an average infant formula cost savings of \$800 per year and greatly decreased health care costs compared with formula-fed babies (\$4,000 vs. \$68,000 in a six month period for a matched group). Breastfeeding protects the environment by decreasing energy used to process formula and dispose of container waste; and
WHEREAS, Ohio ranks 44th in breastfeeding initiation rates at 59.6% as reported by The Centers for Disease Control and Prevention (CDC) Breastfeeding Report Card issued in April 2008; and
WHEREAS, the *CDC Guide to Breastfeeding Interventions* lists six areas where breastfeeding supportive practices are proven effective: Maternity Care, Workplace Breastfeeding Support, Breastfeeding Mom-to-Mom Support, Educating Mothers and Families, Health Professional Support and Media and Social Marketing efforts; and
WHEREAS, the Belmont County Commissioners join the United States Breastfeeding Committee and the medical community in the belief that Ohio breastfeeding rates will improve if effective actions are taken to institute policies and procedures throughout our society that support breastfeeding mothers and their families.

NOW, THEREFORE, BE IT RESOLVED, The Board of Belmont County Commissioners, does hereby designate

**BREASTFEEDING AWARENESS MONTH
August 1-31, 2009**

throughout the county of Belmont, and urge all residents to join them in congratulating hospitals that have instituted policies and practices that allow mothers and their families who choose to breastfeed their babies to be successful.

Adopted this 29th day of July, 2009.

Upon roll call the vote was as follows:

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

Note: Commissioner Favede recognized and thanked the WIC office on their efforts. She noted their participation in the Bellaire Fun Days. Mrs. Mehl advised they also pass out coupons to WIC clients at the Farmer's Market in Bellaire.

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

Doc Householder gave his report for April, May and June. He said their office has been busy distributing thousands of Belmont County brochures; meetings are being held to set up the annual Rubberneck Tour, with locations not decided upon as of yet; meeting was had with Ohio New Network (ONN) crew who were going to film at Belmont County Victorian Mansion Museum and Barkcamp State Park. Doc reported that the Tourism Board has agreed to donate \$50,000.00 a year for the next three years to help remodel the old jail/sheriff's residence.

11:30 Agenda Item: Dennis Schwallie, Bond Counsel, Peck, Shaffer & Williams, LLP

**IN THE MATTER OF APPROVING AND SIGNING
ALL NECESSARY CLOSING DOCUMENTS RELATIVE TO THE
ISSUANCE OF \$2,085,000 VARIOUS PURPOSE BONDS, SERIES 2009**

Motion made by Mrs. Favede, seconded by Mr. Probst to authorize the signing of the necessary closing documents relative to the issuance of \$2,085,000 Various Purpose Bonds, Series 2009.

Upon roll call the vote was as follows:

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

BREAK 11:44 A.M.

**IN THE MATTER OF DISCUSSION HELD RE:
OHIO VALLEY COAL'S PLANS TO MINE AT FOX COMMERCE PARK**

Present for the discussion were representatives from United Mine Workers Association, (including Jerry Snyder, Ron Marquardt and Ted Holland of Local 1810), Director Mark Esposito and Project Manager Kelly Porter of the Belmont County Sanitary Sewer District, Jason Witt, Esq., Director of Land Management and Assistant General Counsel for Murray Energy Corp.; Julie Rumery, Manager-Land Administration and Miner Title, representing Coal Services Group and Commissioners Probst and Coffland. Absent was Commissioner Favede.

Mr. Witt stated Ohio Valley Coal is planning to mine in the next five to six years in the area of Fox Commerce Park and the new fairgrounds. They have met with the fairboard to see if the fairgrounds could be moved, but that is not an option for them now as the fairboard is heavily invested in that area. The coal company is asking for cooperation from the board and requesting either restricting the sale of lots in Fox Commerce Park in the southern portion of the park or put a moratorium on the sale of those lots until all mining is completed. The coal company realizes new businesses are good for the community, but feels the 300-400 coal mining jobs are just as, if not more important, to the local economy.

Commissioner Coffland stated, "We do have some financial obligations at Fox Commerce Park." That will weigh in and factor in any decision. He further said he supported mining and saving 400 jobs, provided there is a way to do it without costing the county. Mr. Coffland asked if they had touched base with Sue Douglass, Director of the Dept. of Development. The coal representative replied, "Yes, they had met once." They wanted to met with the board and determine who all needed to be brought into this discussion. Mr. Coffland stated he prefers all parties who could be involved in this be notified so that everything is up front.

Commissioner Probst explained the loan in Fox Commerce Park needs to be paid. He noted it is important to know if reserves and coal mining jobs will be jeopardized if the county continues to put businesses in. Mr. Probst stated he needs to know, as a fact, that they won't be able to mine or get out of the land what is needed if the board continues to put businesses in that part of the park. Mr. Witt said that was definitely a "fair statement."

Julie Rumery remarked, "We understand we need to get through this area as soon as possible and have the least amount of impact on your development." Mr. Witt said, "We are not trying to destroy anything here; we are actually trying to preserve something that's already here."

Mr. Probst asked, "If we would have a business that wants to go in that is 200-300 jobs, is it OK if we all get back together to talk about this before any deals or anything?" Both Jason Witt and Julie Rumery replied, "Yes." They would be willing to do anything along those lines if it means a benefit to the community of that nature. Mr. Probst advised the commissioners control the property and turn the property over to the CIC to sell to the developer. Mr. Probst said the Board has asked Sue Douglass to notify interested business that mining may occur in the park and she is doing that.

Mr. Probst asked about the Carnes Center. Mr. Witt advised they are looking at the Carnes Center in conjunction with the fairgrounds. He said they have proposed to the fairboard leaving a solid block area there and look to locate the buildings to the solid block area. He noted the expense incurred by the mining company to protect the buildings.

Water and sewer concerns were also discussed with Belmont County Sewer District Direct Mark Esposito and Project Manager Kelly Porter.

Mr. Coffland concluded by saying he thinks this could be a win-win, if all parties work together.

**RECONVENED THURSDAY, JULY 30, 2009 AT 11:29 A.M.
PRESENT COMMISSIONERS CHARLES R. PROBST, JR., GINNY FAVEDE, AND MATT COFFLAND**

**IN THE MATTER OF REVIEWING BIDS
FOR EASTERN DIVISION COURT BUILDING PROJECT**

Commissioner Probst stated the Board was reconvening for the purpose of reviewing the bids for the Eastern Division Court Project with the project manager Dana Brooks of M&G Architects & Engineers. No Action Taken.

**RECONVENED MONDAY, AUGUST 3, 2009 AT 12:17 P.M.
PRESENT COMMISSIONERS CHARLES R. PROBST, JR. AND MATT COFFLAND
ABSENT: COMMISSIONER GINNY FAVEDE**

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 12:18 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to enter executive session with Mike Kinter, Belmont County Human Resource Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:26 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn executive session with Mike Kinter, Belmont County Human Resource Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ACCEPTING THE
RESIGNATION OF MR. STANLEY BLACK/
BUILDINGS & GROUNDS HOUSEKEEPING EMPLOYEE**

Motion made by Mr. Probst, seconded by Mr. Coffland to accept the resignation of Mr. Stanley Black, Belmont County Buildings & Grounds housekeeping employee, who is retiring effective August 28, 2009.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF
PAM NEFF AS AN UNCLASSIFIED TEMPORARY
EMPLOYEE FOR THE BELMONT CO. BOARD OF COMMISSIONERS**

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the hiring of Ms. Pam Neff as an unclassified temporary employee for the Belmont County Board of Commissioners serving as an Office Assistant to finalize all business responsibilities dealing with Park Health Center. Ms. Neff will be compensated at the rate of \$ 16.01 per hour, 40 hours per week, effective pay period ending August 15, 2009. By definition, the temporary employment period may not exceed 120 days.

Upon roll call the vote was as follows:

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

NOTE: THE ABOVE MOTION WAS RESCINDED ON AUGUST 5, 2009.

IN THE MATTER OF HIRING
MR. GARY PONZANI AS A FULL-TIME PERMANENT
MAINTENANCE/HOUSEKEEPING EMPLOYEE/
BELMONT COUNTY BUILDINGS & GROUNDS

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the hiring of Mr. Gary Ponzani as a full-time Maintenance/Housekeeping employee for the Belmont County Building and Grounds Department, based upon the recommendation of Mr. Jack Regis, Facilities Manager. Mr. Ponzani will be compensated at the rate of \$10.25 per hour, 40 hours per week, effective pay period ending August 15, 2009 and will be subject to the required 120-day probationary period but there will be no pay increase at the end of the probationary period.

Note: This is the hiring of a new employee since the resignation of and retirement of Stanley Black and retirement of Jim Teasdale. Neither one of those positions were filled. The board is hiring one person to replace two positions.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:30 P.M.

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 12:30 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 5th day of August, 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