

St. Clairsville, Ohio

March 4, 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. Minutes of the meeting of February 25, 2009, were read, approved and signed.

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.

Claim of	Purposes	Amount
A-BP	Gasoline-Coroner/General Fund	43.19
A-Cardmember Services	Travel expenses/General Fund	490.00
A-Cardmember Services	Travel expenses/General Fund	1,005.90
A-Charles R. Probst	Reimburse travel expenses/General Fund	15.00
A-Cindi Henry	Reimburse travel expenses/General Fund	550.14
A-Columbia Gas	Misc. service/General Fund	5,501.24
A-Lucinda J. Maupin, and other members	Travel expenses-Veterans/General Fund	330.56
B-Crossroads Counseling	January counseling-Western/Indigent Drivers Alcohol Fund	1,635.66
J-Thomas A. Schirack, A.S.A.	Contract Services/Real Estate Assessment Fund	19,845.00
S-Belmont Co. Sheriff's Office	Misc. expenses/Juvenile Ct. Gen. Special Projects Fund	30.00
S-Comcast	Internet/Western Div. Ct. Computer Fund	125.00
S-Jennifer Shunk	Mileage/Juvenile Ct. Gen. Special Projects Fund	107.91
T-David L. Barnes	FEMA Buyouts/FEMA-Hazard Mitigation, Neffs Fund	34,335.00

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 March 4, 2009 as follow:

FUND	AMOUNT
A-GENERAL	\$815.50; \$26,860.21; \$192.16
A-GENERAL/AUDITOR	\$3,869.50
A-GENERAL/EMA	\$1,652.61
A-GENERAL/SHERIFF	\$4,442.52; \$34.99
A-GENERAL/WESTERN CT.	\$736.31
A-GENERAL/911	\$12,647.10
B-Dog and Kennel	\$3,219.88
E-911	\$360.00
H-County Home	\$8,573.14
H-Job & Family, CSEA	\$11,069.68
H-Job & Family, Public Assistance	\$385.60; \$2,891.95; \$49,621.49; \$4,030.36
H-Job & Family, WIA	\$11,513.31; \$147,935.11
K-Engineer MVGT	\$2,639.21; \$71,159.57
M-Juvenile Ct. - Intake Coordinator	\$160.00
M-Juvenile Ct. - Title IV-E Riemb	\$208.70
S-Certificate of Title Admn Fund	\$200.72
S-District Detention Home	\$5,347.60
S-Job & Family, Children Services	\$22,196.85; \$26,983.82
S-Oakview Juvenile Residential Center	\$4,621.76
S-Sheriff CCW	\$800.00
S-Sheriff Commissary	\$1,648.61
S-Western Ct. Gen. Special Projects	\$213.88
T-Sanitary Sewer District	\$289.81

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 PORT AUTHORITY FUND

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfer within fund for the Port Authority Fund.

FROM	TO	AMOUNT
E-9799-S012-S01.002 Salary	E-9799-S012-S06.000 Marketing/Promotion	\$ 200.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN THE
GENERAL FUND AND DISTRICT DETENTION CENTER S33 FUND

Motion made by Ms. Favede, seconded by Mr. Probst to approve the following transfer from the Belmont County General Fund into the District Detention Center S33 Fund.

FROM	TO	AMOUNT
E-0257-A015-A15.074 Trans Out	R-0910-S033-S20.574 Trans In	\$50,000.00 (Second allocation for 2009)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF DECEMBER, 2008 JANUARY AND FEBRUARY 2009**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of December 2008, January and February 2009.

FROM		TO	
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	562.50
E-2226-T079-T01.002	WELCOME HOME	R-9891-Y091-Y03.500	0.00
E-2150-H030-H11.000	COUNTY HOME	R-9891-Y091-Y03.500	1,750.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	112.58
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	223.77
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	115.97
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	82.84
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	19.89
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	7.45
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	562.50
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	375.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	187.50
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	187.50
E-0400-M078-M02.008	JUVENILE (Title IV-E Reimb)	R-9890-Y091-Y03.500	0.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	375.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	4,750.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,250.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	687.50
E-2812-K000-K20.006	MVGT-K11 ENGINEERS DEVELOPMENTAL	R-9891-Y091-Y03.500	375.00
E-2410-S066.S80.000	DISABILITIES	R-9891-Y091-Y03.500	2,187.50
E-1550-S082-S14.006	WESTERN COURT/ HOSP.	R-9891-Y091-Y03.500	0.00
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	0.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1511-W080-P07.006	VICTIM ASSISTANCE CERT OF TITLE/CLK OF	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	COURTS	R-9891-Y091-Y03.500	187.50
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	187.50
	TOTAL		14,187.50

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
THE VISION INSURANCE CHARGEBACKS
FOR THE MONTHS OF FEBRUARY AND MARCH, 2009**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following transfer of funds for the Vision Insurance Chargebacks for the months of February and March, 2009.

FROM		TO	AMOUNT
A014-A11 E-0256-A014-A11.006 GENERAL		R-9891-Y091-Y06.500	3,475.32
A406-F08 E-0054-A006-F08.006 DISASTER SERVICES		R-9891-Y091-Y06.500	0.00
A006-E11 E-0056-A006-E11.006 9-1-1		R-9891-Y091-Y06.500	247.82
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER		R-9891-Y091-Y06.500	120.54
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS		R-9891-Y091-Y06.500	130.18
M067-M05 E-0400-M067-M05.008 ALTERNATIVE SCHOOL		R-9891-Y091-Y06.500	22.18
M060-M64 E-0400-M060-M64.008 CARE & CUST REST.		R-9891-Y091-Y06.500	9.64
M060-M29 E-0400-M060-M29.008 CARE & CUST CCAP		R-9891-Y091-Y06.500	22.18
M060-M75 E-0400-M060-M75.008 CARE & CUST Sub A		R-9891-Y091-Y06.500	31.82
M074-M01 E-0400-M074-M01.008 TITLE II		R-9891-Y091-Y06.500	0.00
M077-M02 SE-0400-M077-M02.008 SUPREME COURT		R-9891-Y091-Y06.500	0.00
M078-M02 E-0400-M078-M02.008 TITLE IV-E		R-9891-Y091-Y06.500	33.27
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME		R-9891-Y091-Y06.500	394.38
S078-S14 E-1210-S078-S14.006 RECORDER		R-9891-Y091-Y06.500	0.00
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.		R-9891-Y091-Y06.500	82.92
W082-T07 E-1410-W082-T07.006 DRETAC-TREAS.		R-9891-Y091-Y06.500	0.00
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRT		R-9891-Y091-Y06.500	22.18
W080-P07 E-1511-W080-P07.006 PROS. VICTIM		R-9891-Y091-Y06.500	22.18
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS		R-9891-Y091-Y06.500	9.64
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJECT		R-9891-Y091-Y06.500	9.64
S087-S03 E-1571-S087-S03.006 EASTERN SPEC PROJECTS		R-9891-Y091-Y06.500	22.18
B100-B10 E-1600-B000-B13-006 DOG & KENNEL		R-9891-Y091-Y06.500	44.36
S074-S05 E-1573-S074-S05.006 MEDIATION GRANT		R-9891-Y091-Y06.500	0.00
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION		R-9891-Y091-Y06.500	76.18
H430-H14 E-2150-H030-H11.000 COUNTY HOME		R-9891-Y091-Y06.500	1,432.45
E101-E12 E-2210-E001-E15.006 COUNTY HEALTH		R-9891-Y091-Y06.500	9.90
T077-T01 E-2223-T077-T01.002 IAP		R-9891-Y091-Y06.500	0.00
T079-T01 E-2226-T079-T01.002 WELCOME HOME		R-9891-Y091-Y06.500	2.00
F079-F01 E-2217-F079-F01.002 WOMENS HEALTH		R-9891-Y091-Y06.500	14.00
F078-F02 E-2216-F078-F02.002 TOBACCO		R-9891-Y091-Y06.500	0.00
F077-F01 E-2215-F077-F01.002 FAMILY PLANNING		R-9891-Y091-Y06.500	65.00
F076-F01 E-2214-F076-F01.002 PH INFRASTRUCTURE		R-9891-Y091-Y06.500	37.00
E-2218-G000-G01.002 FOOD SERVICE		R-9891-Y091-Y06.500	65.00
E-2213-F075-F01.002 VITAL STATS		R-9891-Y091-Y06.500	30.00
E-2227-F074-F01.000 HOME SEWAGE TREAT. SYSTEM		R-9891-Y091-Y06.500	50.00

E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y06.500	0.00
S049-S63 E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y06.500	85.82
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y06.500	554.50
H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y06.500	0.00
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y06.500	22.18
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y06.500	0.00
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y06.500	559.79
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y06.500	196.72
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y06.500	90.48
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y06.500	250.38
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y06.500	50.48
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y06.500	48.42
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y06.500	8.56
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y06.500	2.96
T075-T52 E-4110-T075-T52.008 WIC	R-9891-Y091-Y06.500	88.72
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y06.500	147.54
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y06.500	309.54
W081-P07 E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y06.500	22.18
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y06.500	<u>0.00</u>
TOTAL		8,920.23

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF FEBRUARY AND MARCH, 2009**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following transfer of funds for the Delta Dental Chargebacks for the months of February and March, 2009.

FROM	TO	AMOUNT
A014-A12 E-0256-A014-A12.006 GENERAL	R-9891-Y091-Y07.500	13,294.46
A406-F08 E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y07.500	0.00
A006-E11 E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y07.500	942.04
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y07.500	466.68
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y07.500	498.56
M067-M05 E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y07.500	86.96
M060-M64 E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y07.500	31.88
M060-M29 E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y07.500	86.96
M060-M75 E-0400-M060-M75.008 CARE & CUSTODY Sub Ab	R-9891-Y091-Y07.500	31.88
M074-M01 E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y07.500	0.00
M077-M02 SE-0400-M077-M02.008 SUPREME COURT	R-9891-Y091-Y07.500	0.00
M078-M02 E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y07.500	217.40
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y07.500	1,481.16
S078-S14 E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y07.500	0.00
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y07.500	301.44
W082-T07 E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y07.500	0.00
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y07.500	86.96
W080-P07 E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y07.500	173.92
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y07.500	31.88
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y07.500	31.88
S087-S03 E-1571-S087-S03.006 EASTERN SPECIAL PROJECT	R-9891-Y091-Y07.500	86.96
B100-B10 E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y07.500	173.92
S074-S05 E-1573-S074-S05.006 MEDIATION GRANT	R-9891-Y091-Y07.500	0.00
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y07.500	324.64
H430-H14 E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y07.500	5,465.30
E101-E12 E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y07.500	225.20
T077-T01 E-2223-T077-T01.002 IAP	R-9891-Y091-Y07.500	0.00
T079-T01 E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y07.500	5.00
F079-F01 E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y07.500	57.00
F078-F02 E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y07.500	0.00
F077-F01 E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y07.500	65.00
F076-F01 E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y07.500	145.00
E-2218--G000-G01.002 FOOD SERVICE	R-9891-Y091-Y07.500	248.00
E-2213-F075-F01.002 VITAL STATS	R-9891-Y091-Y07.500	115.00
E-2227-F074-F01.000 HOME SEWAGE TREAT. SYSTEM	R-9891-Y091-Y07.500	192.00
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y07.500	0.00
S049-S63 E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y07.500	324.64
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y07.500	2,174.00
H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y07.500	0.00
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y07.500	86.96
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y07.500	0.00
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y07.500	347.84
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y07.500	86.96
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y07.500	342.28
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y07.500	950.94
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y07.500	193.02
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y07.500	179.88
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y07.500	32.70
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y07.500	11.34
T075-T52 E-4110-T075-T52.008 WIC	R-9891-Y091-Y07.500	347.84
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y07.500	569.58
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y07.500	1,186.98
W081-P07 E-1510-W081.P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y07.500	86.96
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y07.500	<u>86.96</u>
TOTAL		31,875.96

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE EXPRESS SCRIPTS CHARGEBACKS
FOR THE MONTHS OF FEBRUARY AND MARCH, 2009**

Motion made by Mr. Probst, seconded by Mrs. Favede to make the following transfer of funds for the Express Scripts Chargebacks for the months of February and March, 2009.

FROM	TO	AMOUNT
A014-A13 E-0256-A014-A13.006 GENERAL	R-9891-Y091-Y08.500	27,711.09
A406-F08 E-0054-A006-F08.006 DISASTER SERVICES	R-9891-Y091-Y08.500	0.00
A006-E11 E-0056-A006-E11.006 9-1-1	R-9891-Y091-Y08.500	1,982.08
A406-G09 E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y08.500	1,061.10
A403-A09 E-0181-A003-A11.000 BD. OF ELECTIONS	R-9891-Y091-Y08.500	1,604.42
M067-M05 E-0400-M067-M05.008 ALTERNATIVE SCHOOL	R-9891-Y091-Y08.500	197.36
M060-M64 E-0400-M060-M64.008 CARE & CUSTODY REST.	R-9891-Y091-Y08.500	74.30
M060-M29 E-0400-M060-M29.008 CARE & CUSTODY CCAP	R-9891-Y091-Y08.500	197.36
M060-M75 E-0400-M060-M75.008 CARE & CUSTODY Sub Abu	R-9891-Y091-Y08.500	271.66
M074-M01 E-0400-M074-M01.008 TITLE II	R-9891-Y091-Y08.500	0.00
M078-M02 E-0400-M078-M02.008 TITLE IV-E	R-9891-Y091-Y08.500	296.04
S033-S47 E-0910-S033-S47.006 DIST. DET. HOME	R-9891-Y091-Y08.500	2,865.20
S078-S14 E-1210-S078-S14.006 RECORDER	R-9891-Y091-Y08.500	0.00
J000-J06 E-1310-J000-J06.000 REAL ESTATE ASSES.	R-9891-Y091-Y08.500	691.92
S277-S02 E-1520-S077-S04.006 CORRECTIONS ACT GRANT	R-9891-Y091-Y08.500	197.36
W080-P07 E-1511-W080-P07.006 PROS. VICTIM	R-9891-Y091-Y08.500	271.66
S088-S03 E-1551-S088-S03.006 WESTERN SPEC PROJECTS	R-9891-Y091-Y08.500	74.30
S086-S03 E-1561-S086-S03.006 NORTHERN SPEC PROJECTS	R-9891-Y091-Y08.500	74.30
S087-S03 E-1571-S087-S03.006 EASTERN SPECIAL PROJECTS	R-9891-Y091-Y08.500	197.36
B100-B10 E-1600-B000-B13-006 DOG & KENNEL	R-9891-Y091-Y08.500	394.72
E-1611-B000-B01.002 AUDITORS CLERK HIRE & SUPP	R-9891-Y091-Y08.500	98.68
L001-L13 E-1810-L001-L14.000 SOIL CONSERVATION	R-9891-Y091-Y08.500	740.68
H430-H14 E-2150-H030-H11.000 COUNTY HOME	R-9891-Y091-Y08.500	11,871.29
E101-E12 E-2210-E001-E15.006 COUNTY HEALTH	R-9891-Y091-Y08.500	169.18
T077-T01 E-2223-T077-T01.002 IAP	R-9891-Y091-Y08.500	0.00
T079-T01 E-2226-T079-T01.002 WELCOME HOME	R-9891-Y091-Y08.500	10.00
F079-F01 E-2217-F079-F01.002 WOMENS HEALTH	R-9891-Y091-Y08.500	36.00
F078-F02 E-2216-F078-F02.002 TOBACCO	R-9891-Y091-Y08.500	0.00
F077-F01 E-2215-F077-F01.002 FAMILY PLANNING	R-9891-Y091-Y08.500	36.00
F076-F01 E-2214-F076-F01.002 PH INFRASTRUCTURE	R-9891-Y091-Y08.500	190.00
E-2218-G000-G01.002 FOOD SERVICE	R-9891-Y091-Y08.500	540.00
E-2213-F075-F01.002 VITAL STATS	R-9891-Y091-Y08.500	477.00
E-2227-F074-F01.000 HOME SEWAGE TREAT. SYSTEM	R-9891-Y091-Y08.500	410.00
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y08.500	0.00
S049-S63 E-2310-S049-S63.000 MENTAL HEALTH	R-9891-Y091-Y08.500	74.30
S066-S79 E-2410-S066-S80.000 BD. OF DD	R-9891-Y091-Y08.500	10,908.20
H300-H13 E-2510-H000-H16.006 HUMAN SERVICES	R-9891-Y091-Y08.500	4,645.08
H310-H08 E-2760-H010-H12.006 CHILD SUPPORT	R-9891-Y091-Y08.500	0.00
K200-K10 E-2811-K200-K10.006 MVGT K-1	R-9891-Y091-Y08.500	197.36
K200-K10 E-2811-K200-K10.006 MVGT K-2	R-9891-Y091-Y08.500	0.00
K200-K24 E-2812-K000-K20.006 MVGT K-11	R-9891-Y091-Y08.500	619.62
K200-K37 E-2813-K000-K39.006 MVGT K-25	R-9891-Y091-Y08.500	206.54
E-3701-P003-P31.000 WWS #2 WATER/SEWER	R-9891-Y091-Y08.500	662.40
E-3702-P005-P31.000 WWS #3 WATER/SEWER	R-9891-Y091-Y08.500	1,809.71
E-3704-P051-P15.000 SSD #1 WATER/SEWER	R-9891-Y091-Y08.500	418.84
E-3705-P053-P15.000 SSD #2 WATER/SEWER	R-9891-Y091-Y08.500	396.59
E-3706-P055-P15.000 SSD #3A WATER/SEWER	R-9891-Y091-Y08.500	70.94
E-3707-P056-P15.000 SSD #3B WATER/SEWER	R-9891-Y091-Y08.500	24.50
T075-T52 E-4110-T075-T52.008 WIC	R-9891-Y091-Y08.500	592.08
S079-S07 E-6010-S079-S07.006 CLERK CRTS. TITLE	R-9891-Y091-Y08.500	975.19
S230-S66 E-8010-S030-S68.006 OAKVIEW JUVENILE	R-9891-Y091-Y08.500	2,307.95
W081-P07 E-1510-W081-P07.006 PROSECUTOR DRETAC	R-9891-Y091-Y08.500	0.00
W082-T07 E-1410-W082-T07.006 DRETAC-TREAS.	R-9891-Y091-Y08.500	0.00
E-9799-S012-S02.006 PORT AUTHORITY	R-9891-Y091-Y08.500	0.00
TOTAL		76,650.36

Upon roll call the vote was as follows:

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

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

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 March 4, 2009.

E-0063-A002-B28.003	PERS	611.41
E-0063-A002-B29.004	Worker's Compensation	1,827.04
E-0063-A002-B30.000	Other Expenses	2,000.00
E-0063-A002-B30.000	Other Expenses	1,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of January 2, 2009.

E-0056-A006-E05.000 Contract Repairs / 911	\$100,000.00
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 4, 2009.

General

E-0131-A006-A09.000	Medical	835.50
E-0131-A006-A17.012	Cruiser Repairs	0.00
E-0131-A006-A20.000	False Alarm	0.00
E-0131-A006-A21.000	Sheriff's Towing	100.00
E-0131-A006-A23.000	Background	366.00
E-0131-A006-A24.000	E-SORN	265.00
E-0131-A006-A28.000	Shop w/Cop	0.00
E-0131-A006-A29.000	Mounted	0.00
E-0131-A000-A30.000	Lifesaver	80.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	25.00
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Commissary Fund

E-5100-S000-S01.010	Supplies	11,796.23
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	453.00
E-5101-S001-S07.012	Equipment	626.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE JUVENILE COURT PLACEMENT SERVICES 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 March 4, 2009.

M-64 PLACEMENT SERVICES

E-0400-M064-M05.000	Placement Costs	\$ 32,593.00
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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 ADDITIONAL APPROPRIATIONS
FOR THE VARIOUS JUVENILE COURT FUNDS**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 4, 2009.

FUND	AMOUNT
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E-0400-M062-M02.000	
Other Expenses	1,475.00
E-0400-M078-M05.000	
Other Expenses	62,518.37
E-1582-S085-S08.000	
Computer Expenses	353.00
E-1589-S096-S12.000	
Other Expenses	1,433.00
E-0400-M075-M01.000	
Other Expenses	937.08
E-0400-M072-M05.000	
Other Expenses	100.00

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 S030 FUND/
N.S.L.A. OAKVIEW JUVENILE S031 FUND AND
OAKVIEW YOUTH ACTIVITY FUND S032**

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 4, 2009.

OAKVIEW JUVENILE REHAB S030

E-8010-S030-S53.000	Medical	14.39	
			N.S.L.A. OAKVIEW JUVENILE S031
E-8011-S031-S02.000	Food (Meal Tickets)	165.00	
E-8011-S031-S02.000	Food (NSLA)	2,227.17	
			ACTIVITY FUND S032
E-8012-S032-S00.000	Youth Activity Fund	200.00	
Upon roll call the vote was as follows:			
	Mr. Probst		Yes
	Mr. Coffland		Yes
	Mrs. Favede		Yes

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE DRUG COURT ENHANCEMENT GRANT FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 4, 2009.

E-1592-T004-T01.011 Drug Court Enhancement Grant \$ 7,002.31

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 4, 2009.

BELMONT CO. COMMISSIONERS CDBG FUND

E-9702-T011-T01.000 Grants \$8,750.00

Draw Number 387 – Grant #B-F-07-007-1

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATION FOR THE BELMONT COUNTY PROSECUTOR'S OFFICE VICTIM-WITNESS ASSISTANCE PROGRAM 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 March 4, 2009.

E-1511-W080-P01.002 Salaries \$ 3,064.00

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Probst	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:

ENGINEER – Ty Justice, Steven Clark, Dwayne Leach, Wesley Wells and Charles Earliwine to attend 2009 Workers Compensation Safety Congress and Trade Show on April 1, 2008, in Columbus, OH.

JUVENILE COURT – Jennifer Shunk to attend IV-E Roundtable Meeting at the Supreme Court on April 29, 2009, in Columbus, OH.

SANITARY SEWER DISTRICT – Mark Esposito and Kelly Porter to attend annual NaCO 2009 Legislative Conference on March 8-11, 2009, in Washington, D.C.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM –Mr. and Mrs. Datkuliak discussed their desire to have water brought to their area near Wilson Lake in Beallsville. Commissioner Probst explained the efforts currently underway to run water to Mt. Victory Road near Powhatan Point and the regional effort to get water across Co. Rd. 56 and tie into the York and Switzer water systems. The Datkuliak's presented a copy of the petition they originally presented in 2007 and the letter of response they received at that time. Mrs. Datkuliak wanted to know if Belmont County could work with Monroe County on this project. Commissioner Probst said the Board will look into this matter and send the information to Sanitary Sewer Director Mark Esposito again and get back with the Datkuliak's.

IN THE MATTER OF APPROVING THE RENEWAL OF THE IV-D SERVICE CONTRACT WITH THE COMMON PLEAS COURT MAGISTRATE/BCDJFS & CSEA

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the renewal IV-D Service Contract with the Belmont County Common Pleas Court Magistrate on behalf of the Belmont County Department of Job and Family Services Child Support Enforcement Agency, in the amount of \$45,102.26 for filing and maintaining court judgment entries and records for CSEA, effective January 22, 2009 through January 21, 2010:

Local Share	\$15,334.77
Federal Share	<u>\$29,767.49</u>
Total	\$45,102.26

IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the **Belmont** County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with **the Belmont County Common Pleas Court Magistrate** (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social

Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

1. **IV-D Contract Period:** The IV-D Contract is effective from **January 22, 2009** through **January 21, 2010**, unless terminated earlier in accordance with the terms listed in paragraph 24 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: **A CSEA-initiated judgment entry that summarizes the Court's activity and results of any CSEA-initiated case with or without a hearing. Magistrate will not bill for non-CSEA initiated cases.**

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative

Initials of Authorized Court Representative

4. IV-D Contract Costs:

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is **\$36.08** per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is **\$45,102.26**.

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$15,334.77	Local Sources
FFP Reimbursement	\$29,767.49	
Total IV-D Contract Cost	\$45,102.26	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards **are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."**

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of **8:00 A.M. and 6:00 P.M.** on the following days (**Monday through Friday**) with the exception of the following days: **all county holidays.**

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Declaration Regarding Material Assistance or Non-assistance to a Terrorist Organization:** When the Contractor is a private entity, the Contractor agrees to complete a declaration regarding material assistance or non-assistance to a terrorist organization, pursuant to section 2909.32 of the Ohio Revised Code. Additional information may be obtained from the Ohio Department of Public Safety at www.homelandsecurity.ohio.gov.
17. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
18. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
19. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
20. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
21. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
22. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
23. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
24. **Termination:** This IV-D Contract may be terminated:
 - 24A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 24B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 24C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 24D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 24E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 24F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 24A;
- The receipt of the written notice of termination, in accordance with paragraphs 24B through 24E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 24F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

<u>Dwayne D. Pielech /s/</u> Signature of CSEA's Representative 2-5-09 Date of Signature	<u>Dwayne Pielech, Director</u> Printed Name of CSEA's Representative
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<u>John M. Solovan, II /s/</u> Signature of Contractor's Representative 2-23-09 Date of Signature <u>Administrative Judge</u> Printed Title of Contractor's Representative	<u>Judge John Solovan II</u> Printed Name of Contractor's Representative <u>101 W. Main St.</u> Printed Street Address of Contractor <u>St. Clairsville, OH 43950</u> Printed City, State, and Zip Code of Contractor
<u>Matt Coffland /s/</u> Signature of County Commissioner or Representative 3-4-09 Date of Signature <u>Charles R. Probst, Jr. /s/</u> Signature of County Commissioner or Representative 3-4-09 Date of Signature	<u>Ginny Favede /s/</u> Signature of County Commissioner or Representative 3-4-09 Date of Signature <u>Chris Berhalter /s/</u> Signature of Prosecutor, if required by County Commissioners 3-4-09 Date of Signature

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CONTRACT AMENDMENT
WITH BELMONT CO. COMMUNITY ACTION COMMISSION (CAC)
ON BEHALF OF BCDJFS TO PROVIDE WIA YOUTH SERVICES**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the Contract Amendment with the Belmont County Community Action Commission (CAC), on behalf of Belmont County Department of Job & Family Services, in the maximum amount of \$115,000 to provide WIA Youth Services to Belmont County youth, effective July 1, 2008 through June 30, 2009; the purpose of this contract is to provide Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring, and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County.

Note: Total contract amount remains the same.

**Explanation of changes in CAC WIA Youth Contract
1-26-09**

1. Removes Tutoring as an element to be provided by the CAC. It has been determined that this element is already available and under WIA is therefore not required.
2. Changes language to state that CAC will serve “up to 55” youth in the In-School Program and remove the deadline of October 31, 2008 for enrollment in the program.
Due to the illness and subsequent resignation of a CAC staff person and difficulty in recruiting eligible youth we are giving them more time to bring students into the program.
3. A change in the budget to reflect loss of the staff person and to allow for payment of One-Stop cost sharing with funds the CAC receives from the contract. Also additional funds were put into the Participant Wages and Fringes line item. These changes did not change the total contract amount of \$115,000.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services
WIA Youth Contract
Contract Amendment
1-26-09**

Changes are in bold and italicized or strikethrough. Changes are effective upon execution of all signatures.

Whereas, this contract, entered into on this 1st day of July, 2008, by and between the Belmont County Department of Job and Family Services (hereinafter “Purchaser”) and the Community Action Commission of Belmont County (hereinafter “Contractor”), is for the purchase of the performance of the following services: Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring, ~~Tutoring~~ and Follow-up Services for In-School Youth and Out-of-School Youth 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 Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring, ~~Tutoring~~ and Follow-up Services for In-School Youth and Out-of-School Youth of Belmont County. These services are ~~six~~ **five** of the ten elements for youth required by the WIA. The Purchaser has agreed to use WIA Youth Funds (CFDA # 17.259) to provide the programs’ services to eligible youth, to provide staff to operate the program and assist the youth in gaining employment. Eligible youth are those eligible for the WIA In-School Youth and Out-of-School Youth services as determined by the Purchaser.

IV DEFINITIONS

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

~~**Tutoring**~~

~~*To assist youth who are basic skills deficient (grade level 8.9 or below) in math, reading or language increase their proficiency in these areas.*~~

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 make available Work Experience; Secondary Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; **Tutoring** and Follow-up Services for In-School Youth and Out-of-School Youth. The Contractor is responsible to recruit participants for the program. The targeted number of participants for the program is **up to** fifty-five (55) In-School Youth ~~by October 31, 2008~~ and **up to** ten (10) Out-of-School Youth. Of those total participants, ~~ten (10) seventeen (17)~~ may be enrolled in Work Experience. In-School Youth Work Experience participants must begin Work Experience by March 2, 2009. Additional participants may be enrolled in the Program, if for whatever reason, funds are available. The maximum number of participants may increase since some may not complete the entire length of the program. Work Experience may be extended on a case by case basis if funds are available.

C. Service Requirements

Contractor shall provide Work Experience; Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; **Tutoring** and Follow-up Services for In-School Youth and Out-of-School Youth to help them succeed in school and in the workplace. Services to be provided and skills to be achieved by the participants include but are not limited to:

2. Placement of a targeted number of **up to** 55 In-School Youth ~~by October 31, 2008~~ and a targeted number of 10 Out-of-School Youth in the program.
3. Of those total participants, ~~ten (10) seventeen (17)~~ Youth may be enrolled in Work Experience. Number in Work Experience may be increased on a case by case basis depending on availability of funds.

D. Performance Standards

To reach the outcome and purpose stated herein, performance of services under this contract must meet the following standards:

Service-delivery Measures

1. Placement of a targeted number of **up to** 55 In-School Youth ~~by October 31, 2008~~ and ten (10) Out-of-School Youth in the program. Of those total participants, ~~ten (10) seventeen (17)~~ Youth may be enrolled in Work Experience. Provide Work Experience; Occupational Skills Training; Leadership Development Opportunities; Adult Mentoring; **Tutoring** and Follow-up Services for In-School Youth and Out-of-School Youth. Youth enrolled in Work Experience should be enrolled by March 2, 2009.

VIII BILLING, PAYMENT AND COSTS

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$10,881
Operating Staff Wages and Fringes	\$61,726
Participant Wages and Fringes	\$16,716
Operating Expenses	\$22,737
Administrative Expenses	\$2,940
TOTAL COST:	\$115,000
MAXIMUM WIA AUTHORIZED REIMBURSEMENT AMOUNT:	\$115,000

XXXVIII SIGNATURES

<u>Dwayne D. Pielech /s/</u>	2-25-09
Dwayne D. Pielech, Director Belmont County Department of Job and Family Services	Date
<u>Ginny Favede /s/</u>	3-4-09
Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	3-4-09
Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	3-4-09
Belmont County Commissioner	Date
<u>Gary Obloy /s/</u>	2-25-09
Gary Obloy Community Action Commission of Belmont County	Date
<u>Chris Berhalter /s/</u>	2-18-09
Approved as to form: Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING A VENDOR AGREEMENT WITH ATTORNEY REBECCA BENCH ON BEHALF OF BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign a Vendor Agreement with Attorney Rebecca Bench, on behalf of the Belmont County Department of Job and Family Services, effective March 1, 2009 through February 28, 2010, maximum billable amount of \$10,000.00, for provision of legal services for issues in the administration of the Adult Protection Services program.

Note: The previous contract attorney, Michelle Miller, has recently left Belmont County, and Rebecca Bench will be taking her place.

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

This agreement to provide **Adult Protective Services - Legal Services** entered into this 24th day of **February, 2009** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as "Department" and **Rebecca Bench**, a provider of **Legal Services** hereinafter referred to as "Provider". This agreement will be effective from **March 1, 2009** through **February 28, 2010** 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. Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service, including provision of 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 Ohio 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 \$80.00 per hour for 125 Unit hours of service
- B. The maximum amount billable under this agreement is \$10,000.00
- 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 understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. 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.
- F. 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 4th day of March 2009 .

<u>Dwayne D. Pielech /s/</u>	<u>2/26/09</u>	<u>Rebecca L. Bench /s/</u>	<u>3/3/09</u>
Department of Job and Family Services	Date	Provider	Date
Belmont County Department of Job and Family Services			
Division of Social Services			
310 Fox-Shannon Place			
St. Clairsville, Ohio 43950			
(740) 695-1074			
<u>Matt Coffland /s/</u>		<u>3/3/09</u>	
Belmont County Commissioners		Date	
<u>Charles R. Probst, Jr. /s/</u>		<u>3/4/09</u>	
Belmont County Commissioners		Date	
<u>Ginny Favede /s/</u>		<u>3/4/09</u>	
Belmont County Commissioners		Date	
As approved to form:			
<u>Chris Berhalter /s/</u>		<u>2/23/09</u>	
Belmont County Prosecutor		Date	

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING ENGINEER FRED BENNETT TO THE DISTRICT 18 PUBLIC WORKS INTEGRATING COMMITTEE

Motion made by Mrs. Favede, seconded by Mr. Coffland to reappoint Belmont County Engineer Fred Bennett to the District 18 Public Works Integrating Committee as the Board of Commissioners' representative and Commissioner Charles R. Probst, Jr. as the alternate for a three-year term commencing May 20, 2009.

Upon roll call the vote was as follows:

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

Commissioner Coffland thanked Mr. Bennett for his many years of service on this committee.

IN THE MATTER OF AUTHORIZING THE SIGNING OF THE OHIO PUBLIC WORKS COMMISSION PROJECT AGREEMENT/ ENGINEER'S BRIDGE REPLACEMENT PROJECT BEL-4-24.26

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commissioner Charles R. Probst, Jr. to sign the Ohio Public Works Commission Project Agreement for the Belmont County Engineer's Bridge Replacement Project BEL-4-24.26 in the amount of \$81,400.00; Grant project number CR08M/CR09M.

Note: This project is located on County Road 4 (Colerain-Martins Ferry Road) 2.75 miles east of US 250 over a branch of Glens Run.

**OHIO PUBLIC WORKS COMMISSION
PROJECT AGREEMENT
GRANT / LOAN**

STATE CAPITAL IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Agreement is entered into this 13th day of February, 2009 by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and Belmont County, Belmont County (hereinafter referred to as the "Recipient"), located at 101 W. Main Street, St. Clairsville, OH 43950, in respect of the project named BEL-4-24.26 Bridge Replacement, and as described in Appendix A of this Agreement, (hereinafter referred to as the "Project") to provide an amount not to exceed Eighty-One Thousand, Four Hundred Dollars (\$81,400) for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code :**013-00013**

OPWC Grant Project Control No. CR08M

OPWC Loan Project Control No. CR09M

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR PERMIT
FOR SCHER CASH INC., DBA HILLTOP LOADING ZONE
RICHLAND TOWNSHIP, ST. CLAIRSVILLE, OHIO**

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 transfer of a C1 liquor license from Caruso Oil Co., Inc., DBA 214 Carry Out to Scher Cash Inc, DBA Hilltop Loading Zone, 52615 National Road, Richland Township, St. Clairsville, Ohio 43950

Note: This is for a C1 permit- Beer only in original sealed containers for carry out only until one a.m.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING LETTER
OF ARRANGEMENT WITH AUDITOR OF STATE'S OFFICE
RE: 2008 BELMONT COUNTY AUDIT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the letter of arrangement with the Auditor of State for services to be performed regarding the Belmont County Audit for the year ended December 31, 2008; the audit is expected to be completed by June 30, 2009 at an estimated cost of \$89,500.00.

Note: This is the same estimated cost as last year.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SUBMITTAL OF THE
QUARTERLY SUBGRANT REPORT FOR THE SHERIFF'S
OIBRS-PATROL VEHICLE UPGRADES GRANT**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the signing and submittal of the Quarterly Subgrant Report for the Belmont County Sheriff's OIBRS-Patrol Vehicle Upgrades grant: Subgrant #2008-JG-LLE-5209, Period Ending 3/31/2009, Payment Request: \$6,888.69.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING RENEWALS OF
WATER TREATMENT SERVICES AGREEMENTS
WITH DAMON INDUSTRIES, INC.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter into renewal of Water Treatment Services agreements with Damon Industries, Inc. for the following locations, effective February 1, 2009 to January 31, 2010, based upon recommendation of Jack Regis, Facilities Manager:

- a. H.V.A.C. system at Courthouse in the amount of \$2,000.00.
- b. Boiler systems at the Bethesda Building in the amount of \$1,125.00.
- c. H.V.A.C. systems at the Belmont County Jail in the amount of \$880.00.
- d. Boiler systems at Oakview in the amount of \$800.00.
- e. H.V.A.C. systems at Martins Ferry in the amount of \$1,415.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING TRANSFER OF
MONIES FROM THE GENERAL FUND TO THE
S33 DISTRICT DETENTION HOME FUND**

Motion made by Mrs. Favede, seconded by Mr. Probst to approve the transfer of \$50,000.00 from the Belmont County General fund to the S33 District Detention Home fund for expenses and to cover pay period ending 2/28/09 per the request of Corey Shrieve, Executive Director, Belmont Harrison Juvenile District.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE RELEASE OF FUNDS AND CERTIFICATION FOR THE BELMONT METROPOLITAN HOUSING AUTHORITY

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize Commission President Charles R. Probst, Jr., to sign as the Certifying Officer for the Release of Funds and Certification, Form HUD-7015.15, for the Belmont Metropolitan Housing Authority.

Note: The funds will be used for the demolition, site clearing and site preparation for property located at 1505/1509 and 1511/1515 Guernsey Street (2 duplexes), Bellaire. BMHA will maintain ownership.

Upon roll call the vote was as follows:

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

DISCUSSION HELD – Commissioner Probst advised that the United Steelworkers of America legal counsel faxed in a request for a resolution to be passed regarding the 2009 stimulus money. In essence it is asking that Belmont County commit to buying materials, goods and services for projects from companies that are produced within the United States, to every extent possible. Mr. Probst asked that the board members review the same and adopt the resolution at next week’s meeting.

Mr. Probst also read a memo received from Senator Sherrod Brown advising of a conference call that will be held tonight. This call is being set up to discuss rural infrastructure and will provide information on how to apply for stimulus money, what kinds of projects would qualify, and answer some questions.

The Board will also be holding a Town Hall meeting tonight in Martins Ferry at 6:30 p.m.

Mr. Probst announced the meeting will be left open and reconvene tomorrow, Thursday, March 5, at 9:00 a.m. to work on the budget.

Port Authority Director Larry Merry voiced his appreciation for the resolution to “Buy American.” He felt it was a good idea to take a stand.

Sheriff Fred Thompson advised that a cruiser was involved in a crash two weeks ago and was declared a total loss. He asked to use insurance reimbursement proceeds in the amount of \$4800 to purchase a 2005 Crown Vic with 61,000 miles on it from the Bellaire Police Department in the amount of \$6,300.00. He said the additional monies needed for the purchase would come from his FOJ fund and another fund. Approximately \$1200 would be needed to have the vehicle painted and striped. Commissioner Probst asked the Sheriff to submit a letter of explanation to the board.

11:17 A.M. BREAK

THURSDAY, MARCH 5, 2009, RECONVENE AT 10:10 A.M. Present: Charles R. Probst, Jr., Ginny Favede, and Matt Coffland, Commissioners and Jayne Long, Clerk and Cindi Henry, Fiscal Manager

BUDGET DISCUSSION HELD – A discussion was held on the budget cuts needed in order to meet the January certification. A 20% across the board cut was discussed. Andy Sutak, Deputy Auditor, joined the discussion of budget cuts needed. Ms. Henry is to calculate the figures and present results.

BREAK 11:30 A.M. TO 2:30 P.M.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 3:20 P.M.**

Motion made by Mr. Probst, seconded by Mr. Coffland to adjourn the meeting at 3:20 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of March, 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