

St. Clairsville, Ohio

October 16, 2013

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Charles R. Probst, Jr., Commissioners and Kathy Marino, Assistant 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. Coffland, 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-Borden Office Equipment	Supplies-EMA/General Fund	28.09
A-BP	Gasoline-Coroner's van/General Fund	123.58
A-John Morgan	Reimburse postage-Coroner/General Fund	23.50
A-McGhee Office Supply	Return address stampers-Treasurer/General Fund	69.90
A-Quill	Supplies-Adult Probation/General Fund	98.94
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fun	161.82
A-WEX Bank	Gasoline-Commissioners/General Fund	562.88
B-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	1,208.26
E-AT&T	Wireless phone/911 Wireless Fund	577.73
K-Transystems Corp.,	Stone Arch Bridges/Engineer MVGT Fund	273.53
K-Wells Fargo Payment Center	Visa Card/Engineer MVG Fund	496.61
P-Bridgeport Water Dept.	Purchased water/WWS#3 Revenue Fund	11,458.00
P-Riesbeck's	Commodity Flow Study/LEPC/Special Emergency Planning Fund	265.26
S-AT&T Communications	Office phones/Port Authority Fund	109.30
S-AT&T Mobility	Internet/Northern Div. Court Computer Fund	61.02
S-Eastern Division Court	Checking monthly service charge/Eastern Ct. General Special Proj. Fund	151.10
S-Glynis Valenti	Professional services/Port Authority Fund	600.00
S-Thomson Rewters-West	Ohio Rules of Court/Northern Ct. General Special Projects Fund	106.50
S-TSG	Offsite backup fee/Western Div. Court Computer Fund	118.64
W-Borden Office Equipment	Copier maintenance/Law Library Fund	750.00
W-Lexis Nexis	Monthly charges/Law Library Fund	7,273.00
W-Matthew Bender & Co.	Books/Law Library Fund	1,077.23
Y-Belmont County Recorder	Recording tax lien releases/Tax Certificate Admn Fund	160.00

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for October 16, 2013 as follow:

FUND	AMOUNT
A-GENERAL	\$63,986.59
A-GENERAL/CHEST CLINIC	\$80.43
A-GENERAL/JUVENILE COURT	\$1,005.95
A-GENERAL/PROBATE COURT	\$993.95
A-GENERAL/SHERIFF	\$2,872.95
A-GENERAL/911	\$35,080.84
B-Juvenile Ct. Indigent Driver Alcohol Treatment	\$92.00
H-Job & Family, CSEA	\$3,947.30
H-Job & Family, Public Assistance	\$48.74; \$105,995.36; \$13,615.69
H-Job & Family, WIA	\$81,935.07; \$40,822.25; \$9,215.07
K-Engineer MVGT	\$1,673.24; \$22,135.76; \$18,020.01
M-Juvenile Ct. – Intake Coordinator	\$1,506.57
M-Juvenile Ct. – Placement Services	\$11,900.00
M-Juvenile Ct. – Title IV-E Reimb.	\$1,164.08
N-Courthouse Bldg. Repairs	\$6,415.00
P-Oakview Admn Bldg.	\$856.20
P-Oakview Juvenile Residential Center	\$8,015.48
P-Sanitary Sewer District	\$9,141.15
S-District Detention Home	\$2,476.09
S-Job & Family, Children Services	\$2,019.29
S-Job & Family, Senior Program	\$30,373.03; \$206.50
S-Sheriff Commissary	\$1,205.00
S-Western Ct. General Special Projects	\$1,544.29

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following transfers within the following funds:

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A10.000 Professional Services	E-0051-A001-A14.012 Equipment	\$ 5,000.00
E-0055-A004-B30.000 Thoburn Church Bldg.	E-0055-A004-B07.000 BC Jail/Utilities	\$10,000.00
E-0257-A017-A00.000 Contingencies	E-0181-A003-A02.000 Poll Workers-Salaries	\$14,693.79
E-0257-A017-A00.000 Contingencies	E-0181-A003-A11.000 Other Expenses	\$73,787.78

OAKVIEW JUVENILE RESIDENTIAL/REHABILITATION FUND S30

FROM	TO	AMOUNT
E-8010-S30-S40.000 Grant Holding	E-8010-S30-S68.006 Hospitalization	\$ 5,000.00

BELMONT CO. EASTERN COURT/COMPUTER FUND S84

FROM	TO	AMOUNT
E-1570-S084-S08.012 Equipment	E-1570-S084-S07.000 Other Expenses	\$ 5,000.00

BELMONT CO. WESTERN CT./GENERAL SPECIAL PROJECTS FUND S88

FROM	TO	AMOUNT
E-1551-S088-S06.010 Special Projects Supplies	E-1551-S088-S03.006 Special Projects Hosp.	\$ 6,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mrs. Favede seconded by Mr. Coffland to approve the following transfers between the following funds:

BELMONT CO. SSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3711-T010-T04.074 WSGDF Transfers Out	R-3701-P003-P15.574 Transfers In	\$38.70
E-3711-T010-T04.074 WSGDF Transfers Out	R-3702-P005-P15.574 Transfers In	\$653.19
E-3711-T010-T04.074 WSGDF Transfers Out	R-3704-P051-P08.574 Transfers In	\$76.50
E-3711-T010-T04.074 WSGDF Transfers Out	R-3705-P053-P08.574 Transfers In	\$ 51.64
E-3711-T010-T04.074 WSGDF Transfers Out	R-3706-P055-P08.574 Transfers In	\$177.57

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR SEPTEMBER, 2013**

Motion made by Mr. Probst seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of September, 2013.

Gross Wages P/E 9/07/13 to 9/21/13

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,073.72
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	430.22
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	430.22
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,458.60
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,048.04
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	3,565.17
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	1,323.74
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	639.76
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	4,466.68
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	6,221.51
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,349.36
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,190.20
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,223.38
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,445.52
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,409.17
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	5,859.32
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	4,076.41
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	4,301.03
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,381.35
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	804.94
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,514.13
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	1,822.45
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,995.50
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	31.98
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	438.79

68,501.19

DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	743.56
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,338.46
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	816.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	377.00

CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	453.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	244.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,220.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	41,862.80
FLOOD GRANT-HUMAN SERV	E-2600-H005-H11.000	R-9895-Y095-Y01.500	3,680.26
WINDSTORM -HUMAN SERV	E-2600-H005-H12.000	R-9895-Y095-Y01.500	982.80
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,570.02
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,073.59
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,593.51
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	11,139.81
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,470.22
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,008.00
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	313.60
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,120.99
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	835.71
Intake Coordinator	E-0400-M062-M02.000	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,058.04
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	356.46
Truant Officer	E-0400-M079-M03.003	R-9895-Y095-Y01.500	
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1,634.42
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	8,142.21
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	1,206.97
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	1,852.52
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	434.64
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	45.59
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	700.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	6,625.37
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	6,734.36
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,519.30
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	296.16
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	24,272.20
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	12,949.94
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.98
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,464.80
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	357.60
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	304.60
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	785.53
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	145.08
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,010.64
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	196.00
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	481.40
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	616.24
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
		TOTAL	231,668.83

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE GENERAL FUND

Motion made by Mr. Probst, seconded by Mrs. Favede 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 October 16, 2013:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0055-A004-B15.000	Rentals	21,288.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****JANUARY 3, 2013****

BELMONT CO. ENGINEER/ISSUE TWO MATCH MONEY FUND Y30

E-9830-Y030-Y10.000 Payments/Capital Outlay \$ 500.00

****OCTOBER 16, 2013****

BELMONT CO. DJFS/WORKFORCE DEVELOPMENT FUND H05

E-2600-H005-H05.000 Administration \$ 6,000.00
 E-2600-H005-H06.000 Rapid Response \$ 20,000.00

BELMONT CO. DJFS/WIA AREA 16 FUND H08

E-2610-H008-H01.000 Belmont Co. WIA \$ 26,000.00
 E-2610-H008-H02.000 Carroll Co. WIA \$ 6,000.00
 E-2610-H008-H03.000 Harrison Co. WIA \$ 16,000.00
 E-2610-H008-H04.000 Jefferson Co. WIA \$ 131,000.00

BELMONT SOIL & WATER CONSERVATION FUND L01

E-1810-L001-L01.002 Salaries \$ 1,000.00
 E-1810-L001-L09.000 Travel & Expenses \$ 420.00

BELMONT CO. PORT AUTHORITY/EOIRP WATER LINE GRANT FUND N57

E-9057-N057-N01.013 Contract Project-Water \$ 235,637.41

BELMONT CO. SSD WWS #3 REVENUE FUND P05

E-3702-P005-P17.002 Salaries \$ 27,000.00
 E-3702-P005-P23.011 Contract-Services \$ 200,000.00
 E-3702-P005-P34.074 Transfer Out \$ 73,000.00

BELMONT CO. SSD #3 REVENUE FUND P53

E-3705-P053-P16.074 Transfers Out \$ 175,000.00

BELMONT CO. DJFS/CHILDREN SERVICES FUND S25

E-2766-S025-S10.074 Transfers Out \$ 75,301.50

BELMONT CO. JUVENILE COURT/VARIOUS FUNDS

E-0400-M064-M05.000 Placement Costs \$ 32,419.00
 E-1589-S096-S12.000 Other Expenses \$ 2,107.00
 E-1582-S085-S08.000 Computer Expenses \$ 492.00
 E-0400-M067-M01.002 Salaries \$ 23,313.66

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING

THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated October 16, 2013, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Probst to request the Belmont Co. Budget Commission certify the following monies. **GENERAL FUND - \$21,288.00** CLOSED 2012 PO from E-0055-A004-B15.000 Rentals/PO 520592

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

BCDJFS – Linda Sadosky, Bruce McGuire and senior members to travel to Wheeling, WV, on Oct. 23, 2013 for a Martins Ferry Senior Center outing. Donna Steadman and senior members to travel to Wheeling, WV, on Oct. 23, 2013 for a Centerville Senior Center outing. Floyd Culbertson and senior members to travel to Wheeling, WV, on Oct. 23, 2013 for a Flushing Senior Center outing. Patricia Kinney, William Beckett and senior members to travel to Wheeling, WV, on Oct. 23, 2013 for a Bellaire Senior Center outing. Floyd Culbertson and senior members to travel to Triadelphia, WV, on Nov. 4, 2013 and to Wheeling, WV, on Nov. 18, 2013 for Flushing Senior Center outings. Vincent Gianangeli to travel to Columbus, OH, on Nov. 19, 2013 to attend a OJFSDA Fiscal Committee Meeting. Linda Wells, Lawrence Wehr and senior members to travel to Zanesville, OH, on Oct. 30, 2013 for a Barnesville Senior Center outing. David Badia, Don Giffen, David McFarlan, Kara Purtiman and Cindy Berry to travel to Columbus, OH, on Nov. 14-15, 2013 to attend OCDA Partner’s Summit. Linda Wells, Lawrence Wehr and senior members to travel to Wheeling, WV, on Oct. 23, 2013, for a Barnesville Senior Center outing. Sue Hines and a volunteer driver to travel to Wheeling, WV, on Oct. 23, 2013 for a Bethesda Senior Center outing. Estimated expenses: \$1,446.10

ENGINEER – Fred Bennett, Michael Wahl, Don Pickenpaugh and Shereza O’Hara, to travel to Columbus, OH, on Dec. 8-10, 2013 to attend the 2013 CCAO/CEAO Annual Winter Conference. Estimated expenses: \$600.00 each

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Ronald DeNoon again spoke of the problems he is having with people on his property. He wants a guardrail put up to stop trespassers and drug traffic. He will be providing pictures to J B Green Team of illegal dumping. Mr. Coffland advised that St. Rt. 148 is under the jurisdiction of ODOT and they will not put up guardrails for drug traffic. The purpose of guardrails is outlined in the Ohio Revised Code and is for the safety of the traveling public, not a landowner. Mr. Coffland advised him he should take his complaint for a guardrail to ODOT. Mr. DeNoon said there were campers on his property last week. He is keeping a daily log of activities.

**IN THE MATTER OF RESOLUTION ESTABLISHING
CAPITAL PROJECTS—EXIT 208 SEWAGE LIFT
STATION UP-GRADE FUND/BCSSD**

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

Pursuant to Ohio Revised Code Section 5705.13(C), the Board of Belmont County Commissioners has deemed it necessary to establish a Capital Projects—Exit 208 Sewage Lift Station Up-grade Fund to accumulate resources for the acquisition, construction, or improvement of fixed assets.

WHEREAS, this fund shall accumulate monies transferred from the General Fund, the amount of which to be determined by the Board of Belmont County Commissioners, for the purpose of acquiring, constructing or improving facilities and equipment and providing for contingencies and unexpected emergencies related to maintaining facilities and equipment, and;

WHEREAS, this fund can only be used for the purposes described pursuant to all other laws and regulations related to expenditures, normally the Ohio Revised Code, and;

WHEREAS, this fund may be rescinded at any time by resolution and money that has accumulated in the fund shall be transferred to the fund or funds from which the money was originally transferred, and;

WHEREAS, money shall not be accumulated in this fund for more than five (5) years and, if not used after five (5) years, the fiscal officer shall transfer all money in the fund to the fund or funds from which that money originally was transferred or the fund that originally was intended to receive the money.

Upon roll call the vote was as follows:

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

<u>IN THE MATTER OF</u> _____]	[Belmont Co. Commissioners
<u>PLAT OF KIMBERLY DRIVE (PRIVATE)</u> _____]	[Courthouse
<u>UNION TOWNSHIP, SEC. 8, T-8, R-5</u> _____]	[St. Clairsville, Ohio 43950
	[Date <u>October 16, 2013</u>

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Kimberly Drive, Union Township Section 8, T8, R5, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Suz Pubal, F.O., Union Township Trustees, P. O. Box 1, 101 Memory Lane, Morristown, OH 43759
You are hereby notified that the 30th day of October, 2013, at 10:45 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Kathy Marino /s/
Assistant Clerk of the Board

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

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

**IN THE MATTER OF ENTERING INTO A RENEWAL AGREEMENT WITH
MAXIMUS, INC. FOR COST ALLOCATION PLAN/COMMISSIONERS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into a renewal agreement with Maximus, Inc., Concord Township, Ohio, for the purpose of providing consulting services and assistance relative to the preparation of the base year 2013 indirect cost allocation plan at a cost of \$10,000.00.

Note: The cost allocation plan allows Belmont County recovery of revenues under federal standards.

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES**

THIS AGREEMENT is entered into this 16th day of Oct., 2013, (the “Effective Date”), by and between **MAXIMUS Consulting Services, Inc.**, (“Consultant”), and the **Belmont County, Ohio** (“Client”). In consideration of mutual promises and covenants, the parties agree as follows:

- 1. Scope of Services.** Consultant shall perform in a professional manner the services detailed in Exhibit A.
- 2. Term.** This Agreement shall commence on the Effective Date and shall remain in effect until (a) Eighteen (18) months thereafter, (b) completion of, and payment in full for, the Services specified in Exhibit A, or (c) termination in accordance with Section 4, whichever occurs first. Should the Services not be completed at the conclusion of the **EIGHTEEN** month term, and this Agreement has not been terminated pursuant to Section 4, the parties may agree to extend the agreement for a specified period of time pursuant to an amendment signed by both parties.
- 3. Compensation.** Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- 4. Termination.**
 - a) Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.

b). **Termination for Convenience.** Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

c). **Rights Upon Termination.** Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement.

5. Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.

6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted such access.

7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables prepared by Consultant for Client included in the Services are specifically set out in Exhibit A.

8. Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.

9. Indemnification. To the extent allowed by law, each party (an "Indemnifying Party") shall defend, indemnify and hold harmless the other party (an Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, consultants, or agents or any third party.

10. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the value of the contract (\$10,000).

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in the Agreement.

11. Consultant Liability if Audited. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

12. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Belmont County Board of Commissioners

101 W. Main Street, Courthouse

St. Clairsville, OH 43950

(740) 699-2155

barbara.blake@co.belmont.oh.us

Robert J. Fink, State Director/Manager

MAXIMUS Consulting Services, Inc.

7523 Fredle Drive

Concord Twp., OH 44077

(440) 639-0288

robertfink@maximus.com

Such notice shall be deemed delivered 5 days after deposit in the U.S. mailbox.

13. Changes. The terms and scope of this Agreement may be changed only by written agreement signed by both parties.

14. Miscellaneous.

a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.

b. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.

c. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other course which is beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

h. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, the Client and the Consultant have executed this Agreement as of the date first written below.

Date: 10/16/13

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

Commissioner

Attest: Kathy Marino /s/

Ginny Favede /s/
Commissioner
Matt Coffland /s/
Commissioner

MAXIMUS Consulting Services, Inc.

By: Paula Arnold /s/
Name: Paula Arnold
Title: Contracts Manager
Date: 11 September, 2013

EXHIBIT A
Scope of Services
Belmont County, Ohio

Description of Services:

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein.

Consultant shall provide the Services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Consultant reserves the right to subcontract for services hereunder. Consultant agrees to notify Client in writing of any such subcontracts.

SCOPE OF SERVICES:

Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc. The plan will be based upon the County's year-end financial data for the year 2013 and will be the basis for the recoveries to be claimed for calendar year 2015.

Negotiations of the completed cost allocation plan with the representatives of DHHS and/or the State if required. The Consultant is responsible for the conduct of negotiations and securing approval of the plan as filed or as negotiated, where applicable, on the County's behalf.

Assistance in preparing the County's claims to the State for recovery of funds due the County, as it pertains to the information contained in the cost allocation plan.

EXHIBIT B
Compensation
Belmont County, Ohio

For services provided as set forth in Exhibit A, Client agrees to pay Consultant a lump-sum amount of **\$10,000** (Ten Thousand Dollars), which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.

The Consultant will invoice the amount due upon delivery of the report.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due by thirty (30) days after the invoice date.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR STATEMENTS OF QUALIFICATIONS FOR THE XTO AND RICE ENERGY WATER SYSTEM UPGRADE PROJECTS/BCSSD

Motion made by Mrs. Favede, seconded by Mr. Coffland to advertise for Statements of Qualifications for the XTO and Rice Energy Water System Upgrade Projects, based upon the recommendation of Mark Esposito, Director of the Belmont County Sanitary Sewer District.

DISCUSSION – Commissioner Probst asked for time to review. He said he was going to abstain as he didn't want to hold the meeting up, but he needed more information. He said he thought it was OK, but he wants to make sure and would talk to Mark Esposito. Mrs. Favede decided to hold on the motion and come back to it. Mr. Probst explained he was out of the office all last week on a family matter and he is trying to get back and on top of things. Motion was tabled.

IN THE MATTER OF RE-ADVERTISING FOR BIDS FOR ENGINEER'S PROJECT 13-4, SAND HILL BRIDGE REPLACEMENT

Motion made by Mrs. Favede, seconded by Mr. Coffland to re-advertise for bids for the Belmont County Engineer's Project 13-4, Sand Hill Bridge Replacement, based upon the recommendation of Fred Bennett, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Funding Source: Ohio Public Works and MVGT fund

NOTICE TO BIDDERS
BELMONT COUNTY COMMISSIONERS' OFFICE
ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **11:00 A.M. (Local Time) Wednesday, November 13, 2013** for furnishing all labor, materials and equipment to complete for the Belmont County Engineer, the following project known as **Engineer's Re-Bid of Project 13-4, BEL-4-6.51, BRIDGE REPLACEMENT PROJECT**, then at said office publicly opened and read aloud.

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

A Bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with the Section 153.54 (B) O.R.C. for the full amount of the bid, or certified check, cashiers check or letter of credit in accordance with Section 153.54 (C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that **this project must be started on March 20, 2014** and be completed by **August 1, 2014**.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code chapter 123, the Governor's Executive Order of 1972 and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239.

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. "The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion,"

By order of the Board of Commissioners
of Belmont County, Ohio
Kathy Marino /s/
Kathy Marino, Assistant Clerk

Times Leader Advertisement: Two (2) Mondays: October 28, 2013 and November 4, 2013

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN QUOTE NO. 151 FROM DIGITAL DATA COMMUNICATIONS/SENIOR SERVICES

Motion made by Mr. Probst, seconded by Mrs. Favede to accept and authorize Commission President Ginny Favede to sign Quote No. 151 from Digital Data Communications in the amount of \$21,572.38 for a server, computer hardware and software and necessary user licenses for the Senior Services of Belmont County based upon the recommendation of David Hacker, Program Coordinator. *Note: Quote does not include installation and labor.*

Upon roll call the vote was as follows:

Mr. Probst Yes
Mr. Favede Yes
Mr. Coffland No

IN THE MATTER OF APPROVING AND SIGNING THE AMENDMENT TO AGREEMENT FOR PURCHASE OF THE PERFORMANCE OF SERVICES CONTRACT FOR HOMEMAKE AND PERSONAL CARE SERVICES/SENIOR PROGRAM

Motion made by Mrs. Favede, seconded by Mr. Probst to approve and sign the Amendment to Agreement for Purchase of the Performance of Services Contract for homemaker and personal care services, to state that starting on and after November 1, 2013, the transition date, the contracts with the Belmont County Department of Job & Family Services will transfer to the Belmont County Commissioners, through February 28, 2014, with the following agencies:

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

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Amendment to Agreement for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services 11-2013**

The parties to contract entered into as of the 22nd day of February, 2012 (and extended until February 28, 2014), by and between the **Belmont County, Ohio Board of County Commissioners** ("Purchaser" or "Commissioners") (who entered into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and **Helping Hands and Warm Hearts, LLC** (hereinafter "Contractor"), hereby agree that on and after November 1, 2013 (the "Transition Date"), the contracts will be on behalf of the Commissioners, rather than Belmont County Department of Job and Family Services ("BCDJFS"), and that with respect to services on and after the Transition Date: (1) references to BCDJFS shall be read to refer to the Commissioners, and (2) payments under each contract will be at the same price(s) as is/are stated in the current contract, but total payments for services rendered on and after the Transition date are subject to any applicable statutory limit (\$50,000). If and to the extent necessary to ensure its validity, this Amendment and the terms of the current contract as amended shall be considered a new contract. However, the termination date of February 28, 2014 still applies.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

Ginny Favede /s/ 10/16/13
Ginny Favede, President, Belmont County Commissioners Date

Charles R. Probst, Jr. /s/ 10/16/13
Charles R. Probst, Jr Belmont County Commissioner Date

Matt Coffland, Belmont County Commissioner Date

Lisa Filalkowski /s/ 10/31/13
Lisa Fijalkowski, Interim Director Belmont County Dept. of Job & Family Services Date

Wendy Jendrusik /s/ 10-9-13
FOR HELPING HANDS AND WARM HEARTS, LLC Date

APPROVED AS TO FORM
David K. Liberati /s/ 10-15-13
David K. Liberati Date

Assist. Belmont County Prosecutor

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Amendment to Agreement for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services 11-2013**

The parties to contract entered into as of the 22nd day of February, 2012 (and extended until February 28, 2014), by and between the **Belmont County, Ohio Board of County Commissioners** ("Purchaser" or "Commissioners") (who entered into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and **Interim Health Care of SE Ohio, Inc.** (hereinafter "Contractor"), hereby agree that on and after November 1, 2013 (the "Transition Date"), the contracts will be on behalf of the Commissioners, rather than Belmont County Department of Job and Family Services ("BCDJFS"), and that with respect to services on and after the Transition Date: (1) references to BCDJFS shall be read to refer to the Commissioners, and (2) payments under each contract will be at the same price(s) as is/are stated in

the current contract, but total payments for services rendered on and after the Transition date are subject to any applicable statutory limit (\$50,000). If and to the extent necessary to ensure its validity, this Amendment and the terms of the current contract as amended shall be considered a new contract. However, the termination date of February 28, 2014 still applies.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

Ginny Favede /s/ 10/16/13
Ginny Favede, President, Belmont County Commissioners Date

Charles R. Probst, Jr. _____
Charles R. Probst, Jr. Date
Belmont County Commissioner

Matt Coffland, Belmont County Commissioner Date

Lisa Fijalkowski /s/ 10/3/13
Lisa Fijalkowski, Interim Director Belmont County Dept. of Job & Family Services Date

FOR INTERIM HEALTH CARE OF SE OHIO, INC.
Diane Hunter /s/ / Becky Evert /s/ 10/8/13
Date

APPROVED AS TO FORM
David K. Liberati /s/ 10-15-13
David K. Liberati Date
Assist. Belmont County Prosecutor

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Amendment to Agreement for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services 11-2013**

The parties to contract entered into as of the 22nd day of February, 2012 (and extended until February 28, 2014), by and between the Belmont County, Ohio Board of County Commissioners ("Purchaser" or "Commissioners") (who entered into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and **Advanced Home Health, Inc.** (hereinafter "Contractor"), hereby agree that on and after November 1, 2013 (the "Transition Date"), the contracts will be on behalf of the Commissioners, rather than Belmont County Department of Job and Family Services ("BCDJFS"), and that with respect to services on and after the Transition Date: (1) references to BCDJFS shall be read to refer to the Commissioners, and (2) payments under each contract will be at the same price(s) as is/are stated in the current contract, but total payments for services rendered on and after the Transition date are subject to any applicable statutory limit (\$50,000). If and to the extent necessary to ensure its validity, this Amendment and the terms of the current contract as amended shall be considered a new contract. However, the termination date of February 28, 2014 still applies.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

Ginny Favede /s/ 10/16/13
Ginny Favede, President, Belmont County Commissioners Date

Charles R. Probst, Jr. /s/ 10/16/13
Charles R. Probst, Jr. Date
Belmont County Commissioner

Matt Coffland, Belmont County Commissioner Date

Lisa Fijalkowski /s/ 10/8/13
Lisa Fijalkowski, Interim Director Belmont County Dept. of Job & Family Services Date

FOR ADVANCED HOME HEALTH, INC.
Shelia Smith /s/ 10/1/13
Date

APPROVED AS TO FORM
David K. Liberati /s/ 10-15-17
David K. Liberati Date
Assist. Belmont County Prosecutor

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Amendment to Agreement for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services 11-2013**

The parties to contract entered into as of the 22nd day of February, 2012 (and extended until February 28, 2014), by and between the Belmont County, Ohio Board of County Commissioners ("Purchaser" or "Commissioners") (who entered into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and **Medical Services of America, Inc. d/b/a Medi Home Private Care** (hereinafter "Contractor"), hereby agree that on and after November 1, 2013 (the "Transition Date"), the contracts will be on behalf of the Commissioners, rather than Belmont County Department of Job and Family Services ("BCDJFS"), and that with respect to services on and after the Transition Date: (1) references to BCDJFS shall be read to refer to the Commissioners, and (2) payments under each contract will be at the same price(s) as is/are stated in the current contract, but total payments for services rendered on and after the Transition date are subject to any applicable statutory limit (\$50,000). If and to the extent necessary to ensure its validity, this Amendment and the terms of the current contract as amended shall be considered a new contract. However, the termination date of February 28, 2014 still applies.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

Ginny Favede /s/ 10/16/13
Ginny Favede, President, Belmont County Commissioners Date

Charles R. Probst, Jr. /s/ 10/16/13
Charles R. Probst, Jr. Date
Belmont County Commissioner

Matt Coffland, Belmont County Commissioner Date

Lisa Fijalkowski /s/ 10/3/13
Lisa Fijalkowski, Interim Director Belmont County Dept. of Job & Family Services Date

FOR MEDICAL SERVICES OF AMERICA, INC. d/b/a/ MEDI HOME PRIVATE CARE

Edward Murrary /s/ 10/11/13
Date

APPROVED AS TO FORM

David K. Liberati /s/ 10-15-13
Date
David K. Liberati
Assist. Belmont County Prosecutor

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Amendment to Agreement for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services 11-2013**

The parties to contract entered into as of the 22nd day of February, 2012 (and extended until February 28, 2014), by and between the Belmont County, Ohio Board of County Commissioners ("Purchaser" or "Commissioners") (who entered into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and Just Right Homecare, Inc. (hereinafter "Contractor"), hereby agree that on and after November 1, 2013 (the "Transition Date"), the contracts will be on behalf of the Commissioners, rather than Belmont County Department of Job and Family Services ("BCDJFS"), and that with respect to services on and after the Transition Date: (1) references to BCDJFS shall be read to refer to the Commissioners, and (2) payments under each contract will be at the same price(s) as is/are stated in the current contract, but total payments for services rendered on and after the Transition date are subject to any applicable statutory limit (\$50,000). If and to the extent necessary to ensure its validity, this Amendment and the terms of the current contract as amended shall be considered a new contract. However, the termination date of February 28, 2014 still applies.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

Ginny Favede /s/ 10/16/13
Date
Ginny Favede, President,
Belmont County Commissioners

Charles R. Probst, Jr., /s/ 10/16/13
Date
Charles R. Probst, Jr
Belmont County Commissioner

Matt Coffland, Date
Belmont County Commissioner

Lisa Fijalkowski /s/ 10/3/13
Date
Lisa Fijalkowski, Interim Director
Belmont County Dept. of Job & Family Services

Janice L. Ross, RN /s/ 10-08-13
Date
FOR JUST RIGHT HOMECARE, INC.

APPROVED AS TO FORM

David K. Liberati /s/ 10-15-13
Date
David K. Liberati
Assist. Belmont County Prosecutor

DISCUSSION HELD RE: Amendment to Agreements for Purchase of the Performance of Services Contract For Homemaker/Personal Care Services – Mr. Coffland said he will vote no on this motion as he did the previous motion. He said this is all part of the changeover of Senior Services which the record shows he is opposed to.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	No

BREAK

**10:30 Cliff Meyer, JB Green Team Executive Director and Sheriff Dave Lucas
Re: Jefferson Belmont Regional Solid Waste Authority Contract**

Mr. Meyer provided the following update on a new litter and illegal dump site enforcement program they have put together with the Sheriff's Department. It will be a one year trial period. This effort is being funded by the JB Green Team in an effort to try to help identify and cleanup sites in Belmont County. There have been over 200 sites identified in the county at this point. They hope to make a huge dent in that and make some significant improvements in the quality of properties within the county. Sheriff Lucas is in the process of selecting a deputy to work the program. The program will start in the month of November.

Sheriff Lucas thanked the Commissioners, Mr. Meyer and the JB Green Team for all working together to get this done. He said the illegal dumping and littering in Belmont County has been a problem and they receive a lot of complaints. Because of having to prioritize the deputies on the road, they have not been able to take care of this due to lack of manpower. With this support and backing, there will now be a fulltime deputy working every day on the illegal dump sites and littering. The Sheriff is looking forward to getting this program up and working full speed for the betterment of the county.

Mr. Coffland stated this project was started about six months ago with the Sheriff, Cliff, and him meeting with the Judges and Prosecuting Attorney to discuss the illegal dump sites to be cleaned up and the people responsible prosecuted to the fullest. He said it does chase off business and people from wanting to move to Belmont County. He hopes the trial period goes well and the program can continue for many years. He noted as a township trustee for 18 years, dump sites are a major problem. Years ago they were able to put in the junk car ordinance as trustees. This is just another step in trying to clean up the townships and cities too.

Mr. Probst said this is great news and a great avenue to have now to clean up the illegal dump sites. He thanked Mr. Meyer and the JB Green Team for understanding the need. He knows the Sheriff has been shorthanded at times and this gives him and his department the opportunity to now get out there and do something to combat the illegal dumping in the county. Mr. Probst said, "This is long overdue. I can't tell you, day to day, people call us. What can we do?" He commended Commissioner Coffland for his work with JB Green Team and the Sheriff's Department for getting this done. The Sheriff stated upon the boards' approval of the contract, a deputy will be selected on Friday. The vehicle is almost ready. He has brought the litter control vehicle with him so the board could see it.

Mrs. Favede said this is fantastic news. We had something like this in the past, but as things have changed with the recession and the effect on the budget, we've not always been able to maintain this. She noted this is a wonderful opportunity to bring these two entities together. When we work together on different levels, is when we accomplish the most. Bringing the JB Green Team in and empowering the Sheriff's Department to take something that is illegal, has always been illegal, to actually put some teeth into it, and allow someone to work fulltime to scour our county and put an end to something illegal that continues to be a problem. She said she is looking forward to a much cleaner county.

Mike Bianconi commended all. He wanted the public to know this is not General Fund dollars being used. Mrs. Favede asked how to make contact with the deputy when there is a complaint. The Sheriff advised to call the administrative phone line (740) 695-7933 and the call can be relayed to the deputy. He will have an extension and a voice mail. Mr. Bianconi asked the public to speak up and report what they see or if they note suspicious activity. Mrs. Favede noted the JB Green Team still does two (2) clean ups in the townships, and an electronics collection and a hazardous waste collection. Pultney Township Trustee Frank Shaffer thanked all for their support of this program as this is one of the biggest problems the townships deal with. Mr. DeNoon asked what to do about junk vehicles. He was advised to contact his township trustees. They will then in turn contact the Sheriff if they deem it necessary.

IN THE MATTER OF ENTERING INTO CONTRACT BY AND BETWEEN THE JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY, THE BELMONT CO. SHERIFF AND THE BELMONT CO. BOARD OF COMMISSIONERS

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into contract by and between the Jefferson Belmont Regional Solid Waste Authority, the Belmont County Sheriff and the Belmont County Board of Commissioners for a one-year trial term ending September 30, 2014, for the purposes of implementing solid waste management planning and providing for, or causing to be provided for, the safe and sanitary management of solid wastes within all of the incorporated and unincorporated territory of the Counties.

**JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY
2013 CONTRACT WITH THE BELMONT COUNTY COMMISSIONERS AND THE BELMONT COUNTY SHERIFF'S
DEPARTMENT**

This Agreement is made as of this 16th day of OCTOBER, 2013 by and between the **JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY** (hereafter referred to as the **AUTHORITY**) acting by and through its Board of Trustees, the **SHERIFF** of Belmont County, Ohio and Board of County Commissioners of Belmont County.

WHEREAS, the JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY is a regional solid waste management Authority established by the Counties of Belmont and Jefferson in accordance with Ohio Revised Code Section 343.011, for the purposes of implementing solid waste management planning and providing for, or causing to be provided for, the safe and sanitary management of solid wastes within all of the incorporated and unincorporated territory of the Counties;

WHEREAS, the JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY is authorized by the Ohio Revised Code to enter into a contract whereby the SHERIFF undertakes to perform police functions, exercise police powers, and render police services on behalf of the AUTHORITY; and,

WHEREAS, the JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY is authorized by the Ohio Revised Code to expend funds for the purpose of financing environmental enforcement and illegal dumpsite clean-up; as well as public recycling, and,

WHEREAS, the JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY is willing to enter into an Agreement with the Belmont County Commissioners and the Belmont County SHERIFF to provide financial assistance to the Belmont County SHERIFF to perform these activities pursuant to its Solid Waste Management Plan; and

WHEREAS, the SHERIFF is willing to provide police personnel and resources to carry out this Agreement,

NOW THEREFORE, in consideration of the foregoing and for the following covenants and promises, the parties bind themselves to the following:

TERMS OF THE AGREEMENT:

Contract trial year shall mean the period beginning on October 1st, 2013 and ending on September 30th, 2014. This Agreement shall continue in full force and effect for the stated contract trial year.

SHERIFF'S RESPONSIBILITIES:

The SHERIFF agrees to provide police services to the AUTHORITY in Belmont County by assigning, exclusively to the AUTHORITY, one full-time uniformed Deputy who shall be deemed an employee of the Belmont County SHERIFF. The Belmont County SHERIFF shall be responsible to provide to its employees all statutory coverage for workers compensation, unemployment, disability, health care coverage and retirement benefits or other coverage required by law.

Provide police assistance in the enforcement of Section 3734.01-3734.13, of the Ohio Revised Code and the environmental, litter and dumping law of the State of Ohio;

Provide investigation of all reported illegal dumping and littering;

Provide clean-up of public right-of-ways and properties utilizing inmates from the County Jail, as requested by the AUTHORITY; but only in the event that community service workers and/or inmates are available for this purpose.

The Belmont County SHERIFF and Belmont County Commissioners agree to fully indemnify, defend and hold harmless the JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY from any and all liabilities, losses, damages, expenses (including reasonable attorneys' fees), claims, demands, costs, and causes of action, arising from or on account of any injury sustained to person or damage to property as a result of acts or omissions of utilized inmates of the Belmont County SHERIFF'S Department or its agents in connection with the performance of this contract;

Assist in public education and awareness programs of the AUTHORITY as requested;

Assist in special projects related to the enforcement of environmental laws of the State of Ohio as determined by the AUTHORITY;

Assist in preparation of grant applications, budgets and reports as requested by the AUTHORITY,

The Deputy shall submit a weekly log report on all services performed within the reporting period to the Program Director. Quarterly Reports shall include a summary of all activity and services performed and shall be submitted within 30 days after the end of each Quarter.

The Deputy shall be assigned to the AUTHORITY and report to the Belmont Program Director of the AUTHORITY on all environmental assignments as requested, however as a point of clarification the deputy so assigned shall remain under the exclusive control of the Belmont County SHERIFF.

PAYMENTS FROM THE AUTHORITY:

For the contract year, payments shall be made by **JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY** to the **BELMONT COUNTY COMMISSIONERS**, who will direct the money to the **SHERIFF's Fund**, in the amount of the AUTHORITY Approved Budget. Quarterly payments shall be made within 14 days following the beginning of each quarter.

Quarters shall be: October 1 – December 31
 January 1 – March 30
 April 1 – June 30
 July 1 – September 30

EXPENDITURES:

Expenditures are agreed to be based upon the Budgeted Activities included in the budgets submitted by the SHERIFF and approved by the AUTHORITY.

Any funds credited to the SHERIFF under this Agreement and not obligated at the termination of this Agreement or the end of the contract year, shall be returned in full to the JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY.

Capital expenditures are agreed to be based upon a capital budget for a vehicle, cameras and personal equipment submitted by the SHERIFF and approved by the AUTHORITY.

EQUIPMENT:

Equipment shall be understood to be a durable good, including motor vehicles, with a useful life of more than one year and costing more than \$500.00.

The SHERIFF shall be responsible for the cost of all fuel, maintenance and repair on any motor vehicles and equipment used for purposes of this Agreement

Upon termination of this Agreement, all capital equipment purchased by the SHERIFF, including motor vehicles, with funds provided under this Agreement or prior agreements shall remain the property of the AUTHORITY.

Equipment purchased with AUTHORITY funds shall not be sold or used for any other purpose than that provided herein without the express written permission of the AUTHORITY, however, the deputy so assigned shall be permitted to respond to felony and domestic violence calls.

All vehicles purchased with AUTHORITY funds shall be titled to the Board of Belmont County Commissioners and all insurance for said vehicles shall be provided for under the coverage of the SHERIFF. At the termination of this Agreement the Board of Belmont County Commissioners shall cause the title to any such vehicle to be transferred to the AUTHORITY.

The JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY will grant a one time payment up to **\$25,000.00** to the BELMONT COUNTY COMMISSIONERS for the purchase of a vehicle and all necessary radio communication equipment and decals for the use of the full time deputy assigned to litter enforcement. Any money allocated for this purpose which is not used shall be returned to the AUTHORITY.

GENERAL PROVISIONS

INDEMNITY AND HOLD HARMLESS AGREEMENT:

The Board of Belmont County Commissioners and the Belmont County SHERIFF shall indemnify, defend, and hold the AUTHORITY harmless for any and all claims, demands, suits, actions, proceedings, or causes of action brought against the AUTHORITY, its affiliates, agents and employees for any judgments, liabilities, obligations, fines, penalties or expenses, including reasonable attorneys' fees and expenditures, including for personal injury or damage to third persons or property, but only to the extent that such arise directly from the actions or omissions of The Board of Belmont County Commissioners and/or the Belmont County SHERIFF and its contractors, subcontractors and each of their respective agents, employees, representatives etc., in interest or, in the course of performance by The Board of Belmont County Commissioners and/or the Belmont County SHERIFF under or in connection with the Agreement.

Belmont County SHERIFF and Belmont County Commissioners assume all liability for its contractors, subcontractors and each of their respective agents, employees, representatives etc., in the performance of the terms of this Agreement.

GOVERNING LAW - STATE OF OHIO:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to the conflict of laws provisions in such state. Any disputes arising under this Agreement between the Parties shall be decided by a court of competent jurisdiction in Belmont County.

AMENDMENTS TO AGREEMENT:

This Agreement shall constitute the complete and entire agreement between the Parties with respect to the subject matter hereof. No prior statement or agreement, oral or written, shall vary or modify the written terms hereof. This Agreement may be amended only by a written agreement signed by the Parties.

NOTICES:

All notices, requests, demands and other communications required or permitted to be given by the Parties hereunder shall be in writing and shall be delivered in person or by facsimile, or by first class certified mail, postage and fees prepaid, to the address of the intended recipient as set forth below. All notices, requests, demands and other communications shall be sent to the following addresses:

To the County: Belmont County Commissioners
101 West Main Street
St. Clairsville, Ohio 43950
740-699-2155

To Jefferson Belmont Regional Solid Waste Authority:
115 South Third Street
Steubenville, Ohio 43952
(740) 266-6899

The foregoing addresses may be changed by any Party by giving written notice to the other Party as provided above.

COUNTERPARTS:

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and same instrument.

CONSTRUCTION:

The terms of this Agreement shall be construed so as to be consistent with, and to give effect to, any applicable state or federal laws or regulations issued thereunder, but otherwise so as to confer the fullest possible authority upon each party to accomplish the purposes of the Agreement.

CAPTIONS AND HEADINGS:

The captions and headings are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

RIGHTS AND WAIVERS:

The failure of a Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; no shall a waiver by a Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

SEVERABILITY:

In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

TERMINATION AND/OR ABANDONMENT:

The obligation to continue services under this Agreement may be terminated by either party upon thirty (30) days advanced written notice in the event of failure by the other party to perform in accordance with the terms thereof. In the event of such termination, neither party to this Agreement shall be liable to the other for any services or obligations arising under this Agreement.

Should the AUTHORITY be unable to continue funding this Agreement, as determined by the AUTHORITY Board of Trustees and the SHERIFF, the SHERIFF and the AUTHORITY agree to negotiate in good faith for the purpose of terminating this Agreement without liability to either party.

RENEWAL:

This Trial Agreement has a term of one (1) year and will be reviewed in its entirety before considering a renewal.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY

By: _____

Name: **Clifford Meyer**
Title: Executive Director

APPROVED AS TO FORM:

By: _____

Name: **John J. Mascio**
Title: Legal Counsel for Belmont Jefferson
Regional Solid Waste Authority

BELMONT COUNTY

By: David M. Lucas /s/

Name: **Dave Lucas**

Title: Belmont County Sheriff

By: Ginny Favede /s/

Name: **Ginny Favede**

Title: County Commissioner, President

By: Matt Coffland /s/

Name: **Matt Coffland**

Title: County Commissioner, Vice President

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

Name: **Charles R. Probst, Jr.**

Title: County Commissioner

APPROVED AS TO FORM:

By: C. Berhalter /s/

Name: **Christopher M. Berhalter**

Title: Belmont County Prosecutor

Upon roll call the vote was as follows:

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

BREAK – The Board went outside with Cliff and the Sheriff to view the new vehicle to be used for litter control.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:05 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Sheriff Lucas, Brent Carpenter, Jail Administrator and Linda Mehl, RN., 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:

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

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

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT
TO OFFER EMPLOYMENT FOR THE POSITION OF REGISTERED
NURSE FOR THE BELMONT COUNTY JAIL**

Motion made by Mr. Coffland, seconded by Mr. Probst to authorize Commission President Ginny Favede to offer employment for the position of Registered Nurse for the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 12:16 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session 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:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:25 P.M.**

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

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPOINTMENTS TO
CERTAIN SENIOR SERVICES PROGRAM POSITIONS**

Motion made by Mrs. Favede, seconded by Mr. Probst to appoint the following persons to the following non-temporary senior services positions per R.C. 124.30(A)(1) or other applicable statute(s) in consideration of the established date for the pending senior service transition and the need to timely fill those positions:

Tina Burkhart to the full-time position of Program Administrator, effective November 1, 2013 at an annualized salary of forty-seven thousand eight hundred and eighty-five dollars (\$47,885); John Carlier to the full-time position of Fiscal Administrator, effective October 21, 2013 at an annualized salary of forty thousand dollars (\$40,000), and Valerie Forst to a full-time position in the classification of Senior Center Coordinator, effective November 1, 2013 at the rate of ten dollars (\$10.00) per hour.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Probst	Yes
Mr. Coffland	No

DISCUSSION HELD RE: SENIOR SERVICES – Mr. Coffland explained his “No” vote on the above motion to make appointments to certain Senior Services program positions. He said, “That we let a brand new director hired here less than 2 weeks has done all the interviews; I have not personally even seen an application. This is a new department set up by the Commissioners and we, I have not even had the pleasure of even seeing one application of who even was interviewed or what. And we gave a brand new director the authority to do this with an open checkbook along with it.”

Mrs. Favede said, “Commissioner Coffland , were you not handed the resumes yesterday?” Mr. Coffland replied, “I was handed the resumes for the Senior Director.” Mrs. Favede said, “Because they were all here presented yesterday.” Mr. Coffland said, “Yeah he showed me the Senior Director. I didn’t even know anything he talked about. I did not know we were moving on it.” Mrs. Favede said, “There were three (3) sets that came in: one for the Coordinator, one for the, well Tina...” Mr. Coffland said, “It was all off record, so no.”

Mr. Probst said, “Excuse me, I want to correct the record. For the record, the meeting of October 8 was extended and open until yesterday; which before we closed the meeting from the 8th, yesterday was October 15, this Board of Commissioners entered executive session with David Hacker from Senior Services. At that point in time he presented all the applicants to the Commissioners asking if there was any questions; thoroughly went over each and every applicant one by one to make sure we understood and that we are OK with the hiring of these individuals today. So that’s my statement for the record and the record stands to be corrected.”

Mr. Coffland stated, “And for the record, please for the record, I was not notified of an open public meeting. I was not notified that the meeting was going to be held by anyone. I happened to show up and two Commissioners in a public meeting met with a director of our department and probably would have made these decisions without me. I am an elected official and I have to at least be notified when a public meeting is held. And please make sure that’s all noted exactly that way.”

Mr. Probst stated, “And for the record, I have been off for a little over a week with a family illness. I came in to get caught up on my work. At that point in time, Mr. Hacker was here. There was no official action taken until Mr. Coffland walked into the room. So at that point in time we all discussed the situation and decided to go into executive session. And at that point in time, went over the information Mr. Hacker had on his employment; the people he wanted to hire to be employed at Senior Services.”

Mr. Coffland stated, “Well I think for the record, you need to ask Mr. Hacker if the appointment was appointed or did he just walk in out of the blue to see if it was a scheduled meeting here because I knew nothing about it and I don’t know of any of our directors that just pop in. But to pop in and have everything in hand to review without not knowing (*inaudible*).”

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

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 23rd day of October, 2013.

_____ COUNTY COMMISSIONERS

We, Ginny Favede and Kathy Marino, President and Assistant 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

_____ ASSISTANT CLERK