

St. Clairsville, Ohio

September 28, 2011

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

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

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

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
B-Crossroads Counseling	Court-ordered counseling/Indigent Drivers Alcohol Fund	144.36
E-Don Nippert	Sublease agmt for tower site lease/911 Fund	450.00
K-ERB Electric Co.	Repairs/Engineer MVGT Fund	1,580.82
K-Lash Paving, Inc.	Proj. 11-2 Liquid Bituminous Material/Engineer MVGT Fund	15,087.50
K-Northern Safety Co., Inc.	Rain Suits/Engineer MVGT Fund	265.57
N-Absolute Concrete	Concrete/Bridge & Retaining Wall Constr. Improv. Fund	2,122.50
O-Ohio Dept. of Development	October Loan payment/Fox Commerce Park	3,280.09
P-Business Radio Licensing	Filing fees/WWS#3 Revenue Fund	110.00
P-Greer Industries, Inc.	Supplies/WWS#3 Revenue Fund	5,436.51
P-PNC Bank	Materials/BCSSD Funds	717.27
S-AT&T	Telephone/Certificate of Title Admn. Fund	69.93
S-Belco Works, Inc.	Shredding/Certificate of Title Admn. Fund	17.94
S-Belmont Senior Services	Various expenses & payroll/In Home Care Levy-Comm On Aging	24,699.96
S-Beth A. Andes, MS, PCC	Contracted counselor/District Detention Home Fund	1,400.00
S-Cardmember Services	Expenses/Oakview Juvenile Residential Center	242.34
S-Comcast	Internet/Clerk of Courts Computer Fund	160.00
S-Exxon/GECC	Gasoline/District Detention Home Fund	57.01
S-McGhee & Co.	Supplies/Northern Ct. General Special Projects	300.88
S-PNC Bank	Program activities & meals/District Detention Home Fund	147.76
S-Roscoe Court Reporting	Court reporter fees/Western Ct. General Special Projects	\$600.00
S-Sunoco, Inc./Fleet Services	Gasoline/District Detention Home Fund	820.79
S-TSG	Backup vaulting/Northern Div. Ct. Computer Fund	100.24
S-TSG	Offsite backup/Eastern Div. Ct. Computer Fund	48.96
S-Walmart Community/GEMB	Expenses/Oakview Juvenile Residential Center	315.31
T-Trevor Lindgren	Refund/Water & Sewer Guarantee Deposit Fund	28.80
W-Clerk of Courts	Tax foreclosure advertising fees/DRETAC Treasurer's Office	2,241.12
W-Matthew Bender & Co.	Books/Law Library Fund	2,558.14
W-Wheeling Office Supply	Supplies/Prosecutor's Victim Program	130.00
Y-Health Plan PPO	October premium/Employer's Share Holding Account	327,277.17

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

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

FUND	AMOUNT
A-GENERAL	\$10,347.19; \$62,488.70; \$6,063.04
A-GENERAL/AUDITOR	\$5,972.67
A-GENERAL/EMA	\$629.30
A-GENERAL/JUVENILE COURT	\$648.93
A-GENERAL/SHERIFF	\$7,110.13
A-GENERAL/911	\$5,334.66
B-Dog and Kennel	\$264.16
H-Job & Family, CSEA	\$15,832.87
H-Job & Family, Public Assistance	\$4,040.50
H-Job & Family, WIA	\$66,447.35; \$893.39
J-Real Estate Assessment	\$1,852.99
K-Engineer MVGT	\$21,235.78; \$461.29
M-Juvenile Ct. – Care & Custody	\$1,171.95
M-Juvenile Ct. – Title IV-E Reimb.	\$1,638.34
P-Oakview Admin. Bldg.	\$309.24
P-Sanitary Sewer District	\$5,668.13; \$582.76; \$3,217.45; \$531.01; \$915.83; \$2,137.60
S-District Detention Home	\$1,412.66
S-Job & Family, Senior Program	\$271.56
S-Juvenile Ct. Computer Fund	\$59.00
S-Juvenile Ct. – General Special Projects	\$125.10
S-Oakview Juvenile Residential Center	\$6,119.06
S-Sargus JDC Compliance Project Grant	\$4,450.00
S-Sheriff Commissary	\$402.73
S-Western Div. Ct. Computer Fund	\$266.52
T-CHIP Grant	\$139.92
T-Sanitary Sewer District	\$191.72

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BCDJFS PUBLIC ASSISTANCE FUND

Motion made by Mr. Probst, seconded by Mrs. Favede to approve the following transfers within fund for the BCDJFS Public Assistance Fund.

FROM	TO	AMOUNT
E-2510-H000-H05.000 Public Assistance	E-2510-H000-H04.000 Contracts	\$ 50,000.00
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H07.000 Purchase of Services	50,000.00
E-2510-H000-H05.000 Public Assistance	E-2510-H000-H02.010 Supplies	40,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BCDJFS/FLOOD DISASTER GRANT FUND

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfers within fund for the BCDJFS/Flood Disaster Grant Fund.

FROM	TO	AMOUNT
E-2530-H004-H07.000 Other Expenses	E-2530-H004-H08.004 Wrks Comp	\$ 1,861.00
E-2530-H004-H04.012 Equipment	E-2530-H004-H05.010 Supplies	30,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER WITHIN FUND FOR THE ENGINEER'S MVGT FUND

Motion made by Mr. Coffland, seconded by Mr. Probst to approve the following transfer within fund for the Engineer's MVGT Fund.

FROM	TO	AMOUNT
E-2812-K000-K11.002 Salaries	E-2813-K000-K25.002 Salaries	\$ 30,000.00

Upon roll call the vote was as follows:

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

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

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

FROM	TO	AMOUNT
WWS#3	WWS#3	
E-3702-P005-P25.000 PURCHASED WA	E-3702-P005-P31.000 OE EMPLOYEE	\$9,000.00
E-3702-P005-P23.011 SERVICES	E-3702-P005-P21.000 MATERIALS	\$9,000.00
SSD#2	SSD#2	
E-3705-P053-P09.000 SEWAGE DISP.	E-3705-P053-P15.000 OE EMPLOYEE	\$6,000.00
E-3705-P053-P01.002 SALARIES	E-3705-P053-P16.074 OE TRANS OUT	\$16,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND FOR THE BELMONT CO. SENIOR PROGRAMS FUND

Motion made by Mr. Probst, seconded by Mr. Coffland to approve the following transfers within fund for the Belmont Co. Senior Programs Fund.

FROM	TO	AMOUNT
E-5005-S070-S05.011 Contract Services	E-5005-S070-S07.010 Supplies	50,000.00
E-5005-S070-S05.011 Contract Services	E-5005-S070-S08.000 Travel	50,000.00
E-5005-S070-S05.011 Contract Services	E-5005-S070-S09.000 Other Expenses	50,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-SEPTEMBER AND OCTOBER, 2011

Motion made by Mr. Probst, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for September and October, 2011.

FROM	TO	AMOUNT
E-0170-A006-G11.000 PUBLIC DEFENDER	R-9891-Y091-Y01.500	6,533.96
E-0181-A003-A11.000 BD OF ELECTIONS	R-9891-Y091-Y01.500	14,444.50
E-0300-A008-B01.002 CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006 DETENTION HOME	R-9891-Y091-Y01.500	19,939.86
E-1210-S078-S14.006 COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000 REAL ESTATE	R-9891-Y091-Y01.500	6,874.68
E-1410-W082-T07.006 DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006 PROS-VICTIM	R-9891-Y091-Y01.500	2,406.96
E-1520-S077-S04.006 CORRECTIONS ACT	R-9891-Y091-Y01.500	2,580.06

E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	2,406.96
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	343.46
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	343.46
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	686.92
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	72,912.16
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	117,366.21
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	11,263.14
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,720.04
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	3,780.80
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	28,139.16
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	12,011.66
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	5,160.12
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	12,317.49
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	7,220.88
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	0.00
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	1,720.04
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	1,720.04
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	17,541.12
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,536.30
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	18,801.82
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	3,333.96
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	4,244.77
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	547.58
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	205.37
	COUNTY HEALTH		
E-2210-E001-E15.006		R-9891-Y091-Y01.500	14,072.20
E-2227-F074-F03.002	Sewage Program	R-9891-Y091-Y01.500	0.00
E-2213-F075-F01.002	Vital Stats	R-9891-Y091-Y01.500	0.00
E-2214-F076-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	1,617.00
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	230.00
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	245.00
E-2217-F079-F01.002	Women's Health	R-9891-Y091-Y01.500	0.00
E-2218-G000-G01.002	Food Services	R-9891-Y091-Y01.500	0.00
E-2223-T077-T01.002	IAP	R-9891-Y091-Y01.500	0.00
E-2226-T079-T01.002	Welcome Home	R-9891-Y091-Y01.500	0.00
E-2228-F080-F01.002	Healthy Homes	R-9891-Y091-Y01.500	430.00
E-2229-F081-F01.001	Public Health Readiness	R-9891-Y091-Y01.500	0.00
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	260.00
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative Schools	R-9891-Y091-Y01.500	1,720.04
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care and Custody	R-9891-Y091-Y01.500	2,406.96
E-0400-M060-M75.008	Care and Custody	R-9891-Y091-Y01.500	3,440.08
E-0400-M077-M02.008	Supreme Court	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E	R-9891-Y091-Y01.500	0.00

TOTALS 406,524.76

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/AUDITOR

Motion made by Mrs. Favede, 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 September 28, 2011.

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REAPPROPRIATED

E-0011-A001-B03.010	Supplies	\$ 6,465.09	P.O. Closed
E-0011-A001-B04.012	Equipment	\$ 5,457.87	P.O. Closed
E-0011-A001-B11.000	Other Expenses	\$195,027.00	P.O. Closed
TOTAL		\$206,949.96	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE GENERAL FUND/SHERIFF**

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 September 28, 2011.

E-0131-A006-A19.000 Clothing \$ 4,619.99

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 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 September 28, 2011.

General

E-0131-A006-A07.000	Training	450.00
E-0131-A006-A09.000	Medical	681.41
E-0131-A006-A17.012	Cruiser Repairs	0.00
E-0131-A006-A20.000	False Alarm	50.00
E-0131-A006-A21.000	Sheriff's Towing	115.00
E-0131-A006-A23.000	Background	514.00
E-0131-A006-A24.000	E-SORN	225.00
E-0131-A006-A28.000	Shop W/Cop	0.00
E-0131-A006-A30.000	Lifesaver	20.00

Enforcement Education

E-1652-B016-B02.000	Education Expenses	0.00
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Commissary Fund

E-5100-S000-S01.010	Supplies	4,167.66
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Concealed Handgun License

E-5101-S001-S06.000	License Issuance	765.00
E-5101-S001-S07.012	Equipment	266.00

Sheriff Reserve Account

E-9710-U010-U06.000	Other Expenses	309.39
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE CRITICAL INCIDENT STRESS MNGMNT/EMA**

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 September 28, 2011.

E-1726-P096-P06.000 Other Expenses \$ 375.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR 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 September 28, 2011.

N.S.L.A. OAKVIEW JUVENILE S031

E-8011-S031-S02.000	Food (Meal Tickets)	52.50
E-8011-S031-S02.000	Food (NSLA)	1,721.69

ACTIVITY FUND S032

E-8012-S032-S00.000	Activity Fund	755.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR THE BEL-HARRISON JUVENILE DISTRICT
DETENTION HOME-SARGUS FUND**

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 September 28, 2011.

**Bel-Harrison Juvenile District
Detention Home-Sargus Fund S033**

E-0910-S033-S33.002	Salaries	90,145.64
E-0910-S033-S44.003	OPERS/STRS	8,000.00
E-0910-S033-S47.006	Hospitalization	25,000.00
E-0910-S033-S34.010	Supplies	4,000.00
E-0910-S033-S35.000	Material	300.00
E-0910-S033-S40.000	Medical	1,500.00
E-0910-S033-S43.000	Travel & Training	1,000.00
S-0910-S033-S38.011	Contract Services	9,000.00
E-0910-S033-S39.000	Food Service Expenses	6,000.00
E-0910-S033-S60.010	Supplies/GS	3,000.00
E-0910-S033-S61.000	Food Service Expenses/GS	3,000.00
E-0910-S033-S65.011	Contract Services/GS	8,000.00

E-0910-S033-S67.000	Travel & Training/GS	2,000.00
E-0910-S033-S69.000	Activities/GS	<u>1,000.00</u>
TOTAL		161,945.64

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 S068 COMMUNITY MR/DD RESIDENTIAL SERVICES**

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 September 28, 2011.

S068 COMMUNITY MR/DD RESIDENTIAL SERVICES

E-2412-S068-S04.011	CONTRACT SERVICES	\$ 400,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE S069 MR/DD MEDICAID RESERVE 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 September 28, 2011.

S069 MR/DD MEDICAID RESERVE FUND

E-2413-S069-S01.011	CONTRACT SERVICES	\$ 600,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATION
FOR THE T-70 FEMA –HAZARD MITIGATION NEFFS GRANT FUND**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the following additional appropriation in accordance with the Amended Official Certificate of Estimated Resources, as revised by the Budget Commission under the date September 28, 2011.

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REAPPROPRIATED

E-9712-T070-T05.013	FEMA Grant, Contract Projects	\$ 58,681.58	<i>P.O. Closed</i>
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Probst to execute payment of Then and Now Certification dated September 28, 2011, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

Mr. 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:
AUDITOR – Larry Craig to travel to Columbus, OH, on Sept. 30, 2011, to attend meeting with the Ohio Dept. of Taxation's Agricultural Advisory Committee concerning Current Agricultural Use Value of land for tax year 2012. A county car will be used. Estimated expenses: \$100.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the minutes of the Belmont County Board of Commissioners regular meeting of August 17, 2011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HOLDING A TOWN
HALL MEETING ON OCTOBER 6, 2011**

Motion made by Mr. Coffland, seconded by Mrs. Favede to hold a Town Hall Meeting on Thursday, October 6th at 7:00p.m. at the Somerset Township Garage, 55940 Somerton Highway, Somerton, Ohio, and to notify the media of the same. Public input is welcome and citizens are encouraged to attend.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING
AMANDA MURRAY TO ATTEND CERTIFIED
PUBLIC RECORDS TRAINING ON BEHALF
OF COMMISSIONER CHARLES R. PROBST, JR.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to authorize Amanda Murray, Office Assistant I, to attend Certified Public Records Training per ORC 109.43(B) on behalf of Commissioner Charles R. Probst, Jr.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REJECTING
ALL BIDS RECEIVED FOR THE BRICK TAVERN HOUSE
ROOF AND ROOF DRAINAGE SYSTEM REHAB PROJECT
FOR OHIO UNIVERSITY EASTERN**

Motion to reject all bids received for the Brick Tavern House Roof and Roof Drainage System Rehab Project received August 3, 2011, based upon the recommendation of Michael McTeague, Ohio University Eastern Campus.

Note: All bids received were higher than the designated amount available for construction purposes.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY APPLICATION
#11223-9 FROM H.E. NEUMANN COMPANY/COURTHOUSE
ANNEX III PROJECT**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve Pay Application #11223-9 from H.E. Neumann Company in the amount of 41,671.75 for the Belmont County Courthouse Annex III project, based upon the recommendation of Larry Siebieda, Siebieda Architects.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING THE COMMISSION
PRESIDENT TO SIGN THE GRANT AWARD AND ACCEPTANCE
FORM FOR THE PROSECUTOR'S VICTIM WITNESS ASSISTANCE PROGRAM**

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve and authorize the Commission President to sign the Grant Award and Acceptance Form for the Prosecutor's Victim Witness Assistance Program for the period of October 1, 2011 through September 30, 2012 as follows:

State Grant No. 2012VAGENE034 Project Total-\$53,959.00

State Grant No. 2012SAGENE034 Project Total-\$ 6,640.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PUBLIC
ROAD PETITION FOR THE VACATION OF
RIGHTS-OF-WAY IN REED'S PROPOSED
ADDITION TO BAILEY'S MILLS, WARREN
TOWNSHIP SEC. 31, T-8, R-6/RD IMP 1114**

Motion made by Mr. Coffland, seconded by Mrs. Favede to accept the following Public Road Petition for "the vacation of rights-of-way in Reed's Proposed Addition to Bailey's Mills located in Warren Township, Section 31, Township 8, Range 6," and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as **Road Improvement # 1114** in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04**

Belmont County, Ohio

September 28, 2011

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of rights-of-way in Reed's Proposed Addition to Bailey's Mills a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

All of a 14' alley east of lot 5 in Block A, a portion of a 14' alley east of lot 2 in Block E, and all of Reed Street located within Blocks A and E of Reed's Proposed Addition to Bailey's Mills recorded in Cabinet B Slide 91 Belmont County Recorders and located in Warren Township Section 31, T-8, R-6 Belmont County, Ohio.

PUBLIC ROAD PETITION IMP #1114

NAME /S/

TAX MAILING ADDRESS

Delmas Guy /s/

32342 S. Leatherwood Rd.
Barnesville, OH 43713

Benjamin D. Messenger /s/

59518 Gobblers Knob Rd.
Barnesville, Ohio 43713

Harold E. Baker /s/

32379 Main Street, Baily Mills
Barnesville, Ohio 43713

Marvin D. McCort /s/

32470 Main St, Baileys Mills
Barnesville, OH 43713

Marsha Jo Keadle McCort /s/

32470 Main St. (Baileys Mills)
Barnesville, OH 43713

Lewis C. Messenger /s/

32461 Leatherwood
Barnesville, OH 43713

Mary Messenger /s/ 32461 Leatherwood Dr.
 Barnesville, Ohio
 Dorothy Carpenter /s/ 32435 Bailey's Mills Rd.
 Barnesville, OH 43713
 Maureen Dippel /s/ 32211 S. Leatherwood Rd.
 Barnesville, Ohio 43713
 Daniel Messenger /s/ 32501 Cat Hollow Rd.
 Barnesville, Ohio 43713
 Kathy Messenger /s/ 32501 Cat Hollow Road
 Barnesville, Ohio 43713
 Bria Didszun /s/ 32478 Main St.
 Barnesville, Ohio 43713-9401
 Carla Jackson /s/ 997 Jacksons Crossing Barnes. OH
 Barnesville, Ohio
 William R. Jackson /s/ Barnesville Ohio
 Amanda Eddy /s/ 32261 West Homer Reed Rd.
 Barnesville, OH 43713
 Ryon Eddy /s/ 32261 W. Homer Reed Rd.
 Barnesville, OH 43713
 Penny Hannahs /s/ 32210 W. Homer Reed Rd.
 Barnesville, OH 43713

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
 RIGHTS-OF-WAY IN REED'S PROPOSED
 ADDITION TO BAILEY'S MILLS, WARREN
 TOWNSHIP SEC. 31, T-8, R-6/RD IMP 1114**

Office of County Commissioners

Belmont County, Ohio

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
 Thereof on Public Road Petition
 Rev. Code, Sec. 5553.05
 RD. IMP. 1114**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 28th day of September 2011 at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Probst

Mr. Coffland moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate rights-of-way in Reed's Proposed Addition to Bailey's Mills, Township Section 31, T-8, Range 6, Richland Township, and recorded in Cabinet B Slide 91 in the office of the Belmont County Recorder.

RESOLVED, That the 12th day of October, 2011 at 1:30 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 19th day of October 2011, at 10:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

Mrs. Favede seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted Sept. 28, 2011

Jayne Long /s/
 Clerk, Belmont County, Ohio

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
 PUBLIC ROAD (by publication)
 Rev. Code, Sec., 5553.05**

ROAD IMP. # 1114

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of rights-of-way in Reed's Proposed Addition to Bailey's Mills, Township Section 31, T-8, Range 6 and recorded in Cabinet B Slide 91 in the office of the Belmont County Recorder, a public road, the general route and termini of which Road are as follows:

All of a 14' alley east of lot 5 in block A, a portion of a 14' alley east of lot 2 in Block E, and all of Reed Street located within Blocks A and E of Reed's Proposed Addition to Bailey's Mills recorded in Cabinet B Slide 91 Belmont County Recorders and located in Warren Township Section 31, T-8, R-6 Belmont County Ohio.

Said Board of County Commissioners has fixed the 12th day of October, 2011, at 1:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement, and has also fixed the 19th day of October, 2011, at 10:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

ADV. TIMES LEADER (2) Tuesdays – October 4, 2011 and October 11, 2011

Note: The three (3) resolutions below were adopted for the following OPWC funded projects:

1. BEL 4-6.51 Bridge Replacement Project (Sand Hill Bridge, Neffs)
2. BEL-COL 426-0112 & BEL-RIC 436-2.25 Emergency Bridge Replacement Project (2 bridges-Sloan’s Run and Rehm Road)
3. Resurfacing Local Roads Project No. 26 (Various township roads)

“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”

ATTACHMENT C

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING CHARLES R. PROBST, JR., TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

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

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Belmont County Commission is planning to make capital improvements to **BEL 4 – 6.51 Bridge Replacement Project**, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner Charles R. Probst, Jr. is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner Charles R. Probst, Jr. is authorized to enter into any agreements as may be necessary and

appropriate for obtaining this financial assistance.

Upon roll call the foregoing was unanimously adopted.

Passed: September 28, 2011

Signed: **Belmont County Commissioners**
Matt Coffland /s/
 Matt Coffland, President
Charles R. Probst, Jr. /s/
 Charles R. Probst, Jr.
Ginny Favede /s/
 Ginny Favede

“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”

ATTACHMENT C

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING CHARLES R. PROBST, JR., TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

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

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Belmont County Commission is planning to make capital improvements to **BEL-COL 426-0.12 & BEL-RIC 436-2.25 Emergency Bridge Replacement Project**, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner Charles R. Probst, Jr. is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner Charles R. Probst, Jr. is authorized to enter into any agreements as may be necessary and

appropriate for obtaining this financial assistance.

Upon roll call the foregoing was unanimously adopted.

Passed: September 28, 2011

Signed: **Belmont County Commissioners**
Matt Coffland /s/
 Matt Coffland, President
Charles R. Probst, Jr. /s/
 Charles R. Probst, Jr.
Ginny Favede /s/
 Ginny Favede

“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”

ATTACHMENT C

IN THE MATTER OF ADOPTING A RESOLUTION AUTHORIZING CHARLES R. PROBST, JR., TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED

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

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure, and

WHEREAS, the Belmont County Commission is planning to make capital improvements to **Resurfacing Local Roads Project No. 26**, and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner Charles R. Probst, Jr. is hereby authorized to apply to the OPWC for funds as described above.

Section 2: Belmont County Commissioner Charles R. Probst, Jr. is authorized to enter into any agreements as may be necessary and

appropriate for obtaining this financial assistance.

Upon roll call the foregoing was unanimously adopted.

Passed: September 28, 2011

Signed: **Belmont County Commissioners**
Matt Coffland /s/
 Matt Coffland, President
Charles R. Probst, Jr. /s/
 Charles R. Probst, Jr.
Ginny Favede /s/
 Ginny Favede

IN THE MATTER OF RESOLUTION DESIGNATING

Total	\$2,100,000.00	\$8,936,300.00	2.30	12.50

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	<u>Maximum Rate</u>	<u>County Auditor's</u>
	Authorized To Be Levied	Estimate of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND: YEAR		
Current expense levy authorized by voters on Not to exceed _____ Years.		
Current expense levy authorized by voters on Not to exceed _____ Years		
Current expense levy authorized by voters on Not to exceed _____ Years		
Current expense levy authorized by voters on Not to exceed _____ Years		
TOTAL GENERAL FUND OUTSIDE 10 M. LIMITATION		
SPECIAL LEVY FUNDS:		
Levy authorized by voters on Dept. of Developmental Disabilities 11/4/1980 not to exceed Continuing Period of Time	1.00	590,000.00
Levy authorized by voters on Dept. of Developmental Disabilities 5/7/1985 not to exceed Continuing Period of Time	2.00	1,300,000.00
Levy authorized by voters on Dept. of Developmental Disabilities 11/4/1986 not to exceed Continuing Period of Time	1.50	970,800.00
Levy authorized by voters on Dept. of Developmental Disabilities 5/4/1999 not to exceed Continuing Period of Time	2.50	1,920,000.00
Levy authorized by voters on Mental Health 11/8/2005 not to exceed 10 Years	1.50	805,000.00
Levy authorized by voters on Children Services 11/2/2004 not to exceed 10 Years	.65	227,000.00
Levy authorized by voters on Children Services 5/2/2006 not to exceed 10 Years	.35	105,000.00
Levy authorized by voters on Senior Services 11/2/2010 not to exceed 5 Years	.50	450,600.00
Levy authorized by voters on Senior Services 11/7/2006 not to exceed 5 Years	1.00	1,020,000.00
Levy authorized by voters on Senior Services 11/4/2008 not to exceed 5 Years	1.50	1,547,900.00
TOTAL:	12.50	8,936,300.00

And be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

Mrs. Favede seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

Mr. Matt Coffland, Yes

Mr. Charles R. Probst, Jr., Absent

Mrs. Ginny Favede, Yes

Adopted the 28th day of September, 2011

Year

Jayne Long /s/

Clerk of the Board of County Commissioners of Belmont County, Ohio.

**IN THE MATTER OF ADOPTING
THE RESOLUTION TO CONTRACT
FOR HOMEMAKER AND PERSONAL CARE SERVICES/
BELMONT COUNTY DJFS/SENIOR SERVICES PROGRAM**

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

RESOLUTION

WHEREAS the Belmont County Department of Job & Family Services ("BCDJFS") has solicited and received proposals from providers of homemaker and personal care services for senior citizens for the 4th quarter of 2011; and

WHEREAS the Commissioners and/or BCDJFS are authorized to contract for such services and have received proposals from four providers that are also Medicaid certified;

RESOLVED that in order to ensure that Belmont County Senior Citizens will have such services available to them for the balance of 2011, and to give the County the opportunity to apply for federal and/or state match monies for 2012 and beyond, the Commissioners and BCDJFS are authorized to enter into the attached contracts with:

Advanced Home Health, Inc;
Helping Hands and Warm Hearts, LLC;
Interim HealthCare of SE Ohio, Inc.; and/or
Medical Services of America, Inc. d/b/a/ Medi Home Private Care

conditioned upon each provider also signing the Non-Assistance to Terrorists and No-Unresolved Findings forms that are required for such contracts.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Agreement for Purchase of the Performance of Services Contract

Homemaker/Personal Care Services 2011 4th Quarter

This contract is entered into as of the 1st day of **October, 2011**, by and between the **Belmont County, Ohio Board of County Commissioners** ("Purchaser" or "Commissioners") (who enter into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and **Advanced Home Health, Inc.** (hereinafter "Contractor"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of the BCDJFS, and the standards and requirements stated in this contract.

1. PURPOSE

The purpose of this contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio ("Clients") during the 4th quarter of 2011.

2. PARTIES

The parties to this contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
101 West Main Street
St Clairsville, Ohio 43950 on behalf of:
Belmont County Department of Job & Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

Contractor: **Advanced Home Health, Inc.**
280 East Main Street
St Clairsville, Ohio 43950

3. CONTRACT PERIOD

This contract and its terms will become effective on October 1, 2011, and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by BCDJFS and Contractor in extraordinary circumstances, as long as that date is after the effective date of this contract). **No services shall be provided pursuant to this contract prior to its execution by all parties.** On December 31, 2011, this contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date.

This contract is intended to be a short term contract to assist in the transition to BCDJFS and its subcontractors of homemaker and personal care services to Belmont County seniors. During the 4th Quarter of 2011, BCDJFS will solicit proposals for longer term contracts with homemaker and personal care services providers; and to the extent permitted, the County will consider performance under this contract when evaluating longer-term contractors.

4. SCOPE OF WORK

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

A. Contractor Responsibilities

1. Contractor shall meet all requirements stated in this contract and faithfully perform all things to be done under it by Contractor, including the following:

Contractor will provide homemaker and personal care services to seniors that would be consistent with the types of homemaker and personal care services provided under Title III of the Older Americans Act of 1965, as amended from time to time. To further clarify, Contractor must ensure that aides and supervision of aides meet the standards and qualifications that would be required of agency services providers of homemaker and personal care services under Administrative Code Chapter 173, including, but not limited to, criminal background checks per OAC 173-9-01.

To that end, contractor shall provide to the Clients, on an as-needed basis as determined by the BCDJFS, the following services in a manner that comports with the regulations for homemaker services under Ohio Administrative Code Chapter 173-3-06.4, those being routine tasks to help a Client achieve and maintain a clean, safe, and healthy environment. Examples of components of a homemaker service are:

- a. Routine meal-related tasks: Planning a meal, preparing a meal, and planning a grocery purchase;
- b. Routine household tasks: Dusting furniture, sweeping, vacuuming, mopping floors, removing trash, and washing the inside of windows that are reachable from the floor, kitchen care (washing dishes, appliances, and counters), bedroom and bathroom care (changing bed linens and emptying and cleaning bedside commodes), and laundry care (folding, ironing, and putting the laundry away) (Contractor's personnel shall not climb ladders, stools, or the like to perform duties under this contract); and,
- c. Routine transportation tasks: Performing an errand outside of the presence of the Client ("consumer") (e.g., picking up a prescription), grocery shopping assistance, or transportation assistance, but not a transportation service under rule 173-3-06.6 of the Administrative Code.

In addition, Contractor shall provide to the Clients, on an as-needed basis as determined by the BCDJFS, the following services in a manner that comports with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help a Client achieve optimal functioning with activities of daily living ("ADL'S) and instrumental activities of daily living ("IADL's). Examples of components of personal care service are:

- a. Tasks that are components of a homemaker service; if the tasks are specified in the Client's consumer's care plan and are incidental to the care furnished, or are essential to the health and welfare of the Client, rather than the Client's family;
- b. Tasks that assist the Client with managing the household, handling personal affairs, and providing assistance with self-administration of medications;
- c. Tasks that assist the Client with ADL's and IADL's; and
- d. respite services.

The provider shall only perform a homemaker or personal care service in the Client's home, with the exception of routine transportation tasks.

Furthermore, Purchaser has sought contractors that are Medicaid certified as agency providers of homemaker and personal care services. To clarify: during the October 1, 2011 through December 31, 2011 term of this contract, Purchaser does not expect the Contractor to provide Medicaid services under this contract, however, Medicaid requires that Medicaid providers meet certain qualifications that would be advantageous to Purchaser and the Clients, and Purchaser wishes to require the same qualifications under this contract: Consequently, Contractor must continue to be Medicaid certified to provide homemaker and personal care services during the term of this Contract, in accordance with Ohio Administrative Code Sections 173-39-02 and 173-39-02.8 and 173-39-02.11

2. Contractor agrees not to use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
3. The Contractor shall submit invoices in accordance with Article 7 of this contract.
4. The Contractor will submit monthly reports detailing the services and number of hours of service provided to Clients under this contract. Also, if Purchaser makes an electronic reporting system available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.
5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.
6. Contractor agrees to communicate any issues or concerns related to this contract to Purchaser in a timely manner so they can be properly addressed. Resolution of any matters will be decided collectively by both parties. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from BCDJFS.
7. Contractor may not contract with the Client for other services with out BCDJFS' permission.

B. Purchaser Responsibilities (meaning BCDJFS on behalf of Purchaser)

1. The Purchaser agrees to cooperate and collaborate with the Contractor to plan, implement, and monitor the provision of services under this contract.
2. The Purchaser agrees to maintain communication with the Contractor on services needed, and any increase or decrease in caseload size on a regular basis.
3. Purchaser agrees to communicate any issues or concerns related to this contract to Contractor in a timely manner so they can be properly addressed. Resolution of any matters will be decided collectively by both parties.

5. AVAILABILITY OF FUNDS; OWNERSHIP OF LOCAL, STATE, OR FEDERAL MATCHING FUNDS; COOPERATION IN STATE AND FEDERAL PROGRAMS

Payments for performance of services provided pursuant to this contract are contingent upon the continued availability of funds. In no event shall the amount of payment to Contractor under the terms of this contract exceed twenty-five thousand dollars (\$25,000). The parties may mutually increase this amount by written modification of this contract, subject to applicable laws and regulations and available funds. It is understood and agreed that the Commissioners may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this contract shall be construed to require the Commissioners to fund this contract from the general revenue funds of Belmont County.

Furthermore, any local, state, or federal funds (e.g., Title III or Passport program funds) that are received by either party to this contract as a result of:

- the use of the Belmont County levy funds; and/or
- the payments made by the County or BCDJFS;

under this contract are the property of Belmont County, and if Contractor receives any such funds, the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County at the time and in the manner directed by the Purchaser or their designee.

6. ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized pursuant to this contract.

7. BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted each month by the Contractor no later than the 15th day of the following month. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty (30) day period has expired.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment is made. For example, we agree that a certain number of meals will be made, but fewer are made due to unforeseen circumstances such as power outages, equipment breakdown, etc.

The following cost schedule is based upon performing the services herein described.

Purchaser will pay fifteen dollars (\$15.00) per each one hour of service to a client.

The above costs are all inclusive consisting of labor, equipment, taxes, etc. There will be no further charges to the Purchaser over and above the cost of the hours of service.

8. DUPLICATE BILLING

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

9. AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to, and complying with any audit or audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. If an overpayment is identified it must be repaid within one (1) month.

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

repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

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

10. INTELLECTUAL PROPERTIES

Contractor's client records/files, manuals, guidelines, and forms are the property of Contractor and so shall be deemed the Contractor's property when term of this contract expires.

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc. Any asset Contractor obtains outside the scope of this contract funding is the property of the Contractor.

11. WARRANTY

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

12. INSURANCE

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

13. NOTICE

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

14. AVAILABILITY AND RETENTION OF RECORDS

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

15. CONFIDENTIALITY

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

16. CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents, or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract and does not violate this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this contract. Contractor further affirms that no financial interest was involved on the part of any of Purchaser's officers, Board of County Commissioners, or other county employees involved in the negotiation of this contract or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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

17. COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Purchaser's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date. Contractor also agrees that it has or will secure the necessary licenses to perform the services required by this contract.

18. RELATIONSHIP

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

19. ASSIGNMENTS

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

20. SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser. In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein, and in the RFP that resulted in this contract, and Contractor's Response to the RFP. This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the goods, services, and related matters that are the subject of this contract.

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

22. TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party sixty (60) days prior to the effective date of termination (but see also Article 23 below). Any funds paid under this contract for services to be performed after the date of termination shall be repaid within one (1) month, subject to the same exceptions to that repayment schedule as are set forth in Article 9 of this contract. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article 7 to the Contractor.

23. BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission, and modification, as defined herein and at the non-breaking party's discretion. Termination by Purchaser may be with ten (10) days notice if it is based on a material health or safety violation, and if Contractor fails to cure the breach to the satisfaction of Purchaser within that notice period. Moreover, although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify, and demand remuneration and/or repayment (as applicable), the non-breaching party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

24. WAIVER

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

25. INDEMNIFICATION

Contractor and Purchaser agree to hold each other harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party's officers, employees and agents in the performance of this contract. Contractor and Purchaser are responsible to maintain their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Purchase or BCDJFS, their officers, employees and agents, it being intended hereby that no other assets of Purchaser or BCDJFS shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.

26. GOVERNING LAW AND FORUM

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

27. SEVERABILITY

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

28. NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60); the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as amended from time to time.

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

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

29. CHILD SUPPORT ENFORCEMENT

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

30. PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

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

31. DRUG-FREE WORKPLACE

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

32. COPELAND "ANTI-KICKBACK" ACT

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

33. DAVIS-BACON ACT

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

34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

35. PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party. The Contractor may charge a fee for this service. That fee is set by the Contractor, but must be reasonable based on a price per copy.

36. CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean

Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

37. ENERGY EFFICIENCY

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

38. COPYRIGHTS AND RIGHTS IN DATA

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

39. PATENT RIGHTS

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

40. PROCUREMENT

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

41. COOPERATION IN STATE AND FEDERAL PROGRAMS

In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this contract, Contractor will reasonably cooperate with the Purchaser's and BCDJFS's efforts to qualify the County's homemaker and personal care services program for participation and reimbursement under Title III of the Older Americans Act.

Signature page next follows.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

<u>Matt Coffland /s/</u>	<u>9-28-11</u>
Matt Coffland, President, Belmont County Commissioners	Date
<u>Ginny Favede /s/</u>	<u>9/28/11</u>
Ginny Favede, Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>9-28-11</u>
Charles R. Probst, Jr., Belmont County Commissioner	Date
<u>Dwayne D. Pielech /s/</u>	<u>9-28-11</u>
Dwayne D. Pielech, Director Belmont County Dept. of Job & Family Services	Date
<u>(?) /s/</u>	<u>9-28-11</u>
	Date

APPROVED AS TO FORM

<u>David K. Liberati /s/</u>	<u>9-28-11</u>
David K. Liberati Assist. Belmont County Prosecutor	Date

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Agreement for Purchase of the Performance of Services Contract

Homemaker/Personal Care Services 2011 4th Quarter

This contract is entered into as of the 1st day of **October, 2011**, by and between the **Belmont County, Ohio Board of County Commissioners** ("Purchaser" or "Commissioners") (who enter into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and **Helping Hands and Warm Hearts, LLC** (hereinafter "Contractor"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of the BCDJFS, and the standards and requirements stated in this contract.

1. PURPOSE

The purpose of this contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio ("Clients") during the 4th quarter of 2011.

2. PARTIES

The parties to this contract are as follows:

Purchaser:	The Belmont County Board of County Commissioners 101 West Main Street St Clairsville, Ohio 43950 on behalf of: Belmont County Department of Job & Family Services 310 Fox Shannon Place St. Clairsville, OH 43950 740-695-1075
Contractor:	Helping Hands and Warm Hearts, LLC 820 Bond Avenue PO Box 17 Barnesville, Ohio 43713

NOTE: CONTRACT LANGUAGE IS IDENTICAL AS THE ONE ABOVE. ONLY THE CONTRACTOR NAME AND ADDRESS IS DIFFERENT.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

<u>Matt Coffland /s/</u>	<u>9-28-11</u>
Matt Coffland, President, Belmont County Commissioners	Date
<u>Ginny Favede /s/</u>	<u>9/28/11</u>
Ginny Favede, Belmont County Commissioner	Date
<u>Charles R. Probst, Jr. /s/</u>	<u>9-28-11</u>
Charles R. Probst, Jr., Belmont County Commissioner	Date
<u>Dwayne D. Pielech /s/</u>	<u>9-28-11</u>
Dwayne D. Pielech, Director Belmont County Dept. of Job & Family Services	Date
<u>Wendy Jendrusik /s/</u>	<u>9-28-11</u>
	Date

APPROVED AS TO FORM

<u>David K. Liberati /s/</u>	<u>9-28-11</u>
David K. Liberati	Date

Assist. Belmont County Prosecutor

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Agreement for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services 2011 4th Quarter

This contract is entered into as of the 1st day of **October, 2011**, by and between the **Belmont County, Ohio Board of County Commissioners** ("Purchaser" or "Commissioners") (who enter into it on behalf of the Belmont County Department of Job Family Services "BCDJFS") and **Interim Health Care of SE Ohio, Inc.** (hereinafter "Contractor"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of the BCDJFS, and the standards and requirements stated in this contract.

1. PURPOSE

The purpose of this contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio ("Clients") during the 4th quarter of 2011.

2. PARTIES

The parties to this contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
101 West Main Street
St Clairsville, Ohio 43950 on behalf of:
Belmont County Department of Job & Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

Contractor: **Interim HealthCare of SE Ohio, Inc.**
253 North Lincoln Avenue, Suite 200
Bridgeport, Ohio 43912

NOTE: CONTRACT LANGUAGE IS IDENTICAL AS THE ONE ABOVE. ONLY THE CONTRACTOR NAME AND ADDRESS IS DIFFERENT.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

Matt Coffland /s/ 9-28-11

Matt Coffland, President, Date

Ginny Favede /s/ 9/28/11

Ginny Favede, Date

Charles R. Probst, Jr. /s/ 9-28-11

Charles R. Probst, Jr., Date

Dwayne D. Pielech /s/ 9-28-11

Dwayne D. Pielech, Director Date

Sharon Jebbia, RN DSS /s/ 9-28-11

Sharon Jebbia, RN DSS Date

David K. Liberati /s/ 9-28-11

David K. Liberati Date

David K. Liberati /s/ 9-28-11

David K. Liberati Date

David K. Liberati /s/ 9-28-11

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David K. Liberati Date

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Agreement for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services 2011 4th Quarter

This contract is entered into as of the 1st day of **October, 2011**, by and between the **Belmont County, Ohio Board of County Commissioners** ("Purchaser" or "Commissioners") (who enter 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"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of the BCDJFS, and the standards and requirements stated in this contract.

1. PURPOSE

The purpose of this contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio ("Clients") during the 4th quarter of 2011.

2. PARTIES

The parties to this contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
101 West Main Street
St Clairsville, Ohio 43950 on behalf of:
Belmont County Department of Job & Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

Contractor: **Medical Services of America, Inc.**
d/b/a Medi Home Private Care
68150 Bayberry Drive
St Clairsville, Ohio 43950

NOTE: CONTRACT LANGUAGE IS IDENTICAL AS THE ONE ABOVE. ONLY THE CONTRACTOR NAME AND ADDRESS IS DIFFERENT.

SIGNATURES:

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS (& BCDJFS)

Matt Coffland /s/ 9-28-11

Matt Coffland, President, Date

Ginny Favede /s/ 9/28/11

Ginny Favede, Date

Belmont County Commissioner

Charles R. Probst, Jr. /s/ 9-28-11

Charles R. Probst, Jr., **Date**

Belmont County Commissioner

Dwayne D. Pielech /s/ 9-28-11

Dwayne D. Pielech, Director **Date**

Belmont County Dept. of Job & Family Services

FOR MEDICAL SERVICES OF AMERICA, INC. D/B/A MEDI HOME PRIVATE CARE

Teresa L. G(?) /s/ 9-28-11

Date

APPROVED AS TO FORM

David K. Liberati /s/ 9-28-11

David K. Liberati **Date**

Assist. Belmont County Prosecutor

Upon roll call the vote was as follows:

Mr. Coffland	<u>Yes</u>
Mr. Probst	<u>Absent</u>
Mrs. Favede	<u>Yes</u>

IN THE MATTER OF ENTERING INTO A SENIOR CENTER RENTAL/LEASE AGREEMENT ON BEHALF OF BCDJFS FOR THE MARTINS FERRY SENIOR CENTER

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter into a Senior Center Rental/Lease Agreement on behalf of the Belmont County Department of Job & Family Services with Ohio River Properties for the Martins Ferry Senior Center in the amount of \$900.00 per month, effective October 1, 2011 through December 31, 2011.

SENIOR CENTER RENTAL/LEASE AGREEMENT

The Belmont County Commissioners (“Commissioners” on behalf of the Belmont County Department of Job and Family Services [“BCDJFS” or “Tenant”] and Ohio River Properties, LLC the Owner (“Owner” or “Landlord”) of the Martins Ferry Senior Center located at 14 North Fifth St, Martins Ferry, Ohio 43935 (the “Facility”), in consideration for the terms and conditions stated herein, agree to the following:

1. The term of this Agreement shall commence October 1, 2011 and continue until December 31, 2011, and month to month thereafter, provided that either the Owner or the Commissioners may terminate it on the last day of any month by giving at least ninety (90) days advance written notice.
2. During the term of this lease, the Belmont County Department of Job and Family Services BCDJFS will be permitted to use the Facility to provide congregate meals and other services to senior citizens, essentially to the same extent previously permitted to Belmont County Senior Services, Inc. (“BSS”) at that location. BCDJFS may also provide health/nutrition education.
3. The first day of each month during the term of this lease, beginning October 1, 2011, BCDJFS will pay \$900 per month to the Owner or Owner’s designee for rent and/or utilities; except that if BSS was paying any utilities to someone else for the Senior Center (which appears to be the case with all utilities for the Facility), BCDJFS will make arrangements to have the accounts transferred and pay those directly to that utility provider, plus installation/transfer fees if any.
If BSS has paid an individual rent or utility charge for a particular month prior to the time the parties execute this Agreement (for example, rent for a particular month), BCDJFS is not required to pay that same bill over again.
4. The BCDJFS is only required to use available senior service levy funds to pay for obligations arising under this Agreement, and neither they nor the Commissioners are required to pay any such obligations from general revenue funds or other funds of the County. Also, the BCDJFS’ and Commissioners’ total obligation under this agreement will not exceed twenty-five thousand dollars (\$25,000) (statutory limit).

FOR BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Matt Coffland, President

Charles R. Probst, Jr. /s/

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

Ginny Favede /s/

Ginny Favede

Approved as to form:

David K. Liberati /s/

David K. Liberati, Assistant Prosecutor

Upon roll call the vote was as follows:

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

FOR OHIO RIVER PROPERTIES, LLC

James Carson /s/

Ohio River Properties, LLC

Member

OPEN PUBLIC FORUM - Robert Lurdy of 70015 Crescent Road, St. Clairsville, attended to voice his concerns regarding lack of centerlines and double lines that have become worn off on Crescent Road. He said he has also gone to the Township Trustees and Engineer about this problem. He asked that funds be found to correct this dangerous situation. Mrs. Favede noted the board has addressed this issue extensively with Engineer Fred Bennett. The bottom line is finances. In meetings with Mr. Bennett and the Auditor, different ways to fund this were discussed including loans and/or borrowing equipment from another entity to do specific jobs. She said it is ultimately up to Mr. Bennett on how he proceeds.

IN THE MATTER OF BID OPENING FOR THE CDBG VILLAGE OF YORKVILLE STREET IMPROVEMENTS

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the CDBG Village of Yorkville Street Improvements, they proceeded to open the following bids:

Present for the bid opening were A.C. Wiethe, Belomar Regional Council; Eric Ayres of The Times Leader and Al Molnar of the Intelligencer.

NO BIDS RECEIVED

Note: A.C. said he will contact the village, project engineer and the contractors again concerning this project.

OPEN PUBLIC FORUM - Debbie Bennington of Creek Drive in Lansing returned to today’s meeting regarding the flooding problems she is experiencing. Mr. Coffland stated he has contacted the Colerain Township Trustees and they are to clean the culverts at the submarine bridge soon. Debbie advised the rain has again deposited dirt and debris. Mr. Coffland said the DJFS Flood Program crews will be coming to clean up some debris. That program is just getting underway. Debbie also noted a problem with the storm sewers. Mark Esposito, Director of the Belmont Co. Sanitary Sewer District was present and had a separate conference with Ms. Bennington to discuss her concerns.

RICHLAND TOWNSHIP SEC 18, T7, R4

Present for the hearing were Ruth Graham, Engineer's Drafting Technician. Ruth presented maps to the board. She reported no new roadways are being created and the Health Department issues have been satisfied. Mr. Coffland said he has checked with the trustees and has their approval.

"FINAL PLAT APPROVAL"

O.R.C. 711.05

Motion made by Mr. Coffland to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Hidden Springs Fourth Addition, Richland Township, SEC 18, T7, R4, which appears to be regular in form and approved by the proper parties;

THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees.

Mr. Probst seconded the motion and upon roll call the vote was as follows:

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

BREAK

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:02 P.M.

Motion made by Mr. Coffland, seconded by Mr. Probst to enter into executive session with Dwayne Pielech, Director, Belmont County Department of Job & Family Services, pursuant to Ohio Revised Code 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF AUTHORIZING THE HIRING OF ANN URWIN AS A FULL TIME PERMANENT INCOME MAINTENANCE AIDE FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Motion made by Mr. Coffland, seconded by Mr. Probst to adopt the following Resolution:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, at his discretion, the authority to hire Ann Urwin as an Income Maintenance Aide. Ms. Urwin will be employed as a full time permanent, bargaining unit employee. Her wage compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE HIRING OF EMPLOYEES FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/SENIOR SERVICES PROGRAM

Motion made by Mr. Coffland, seconded by Mr. Probst to adopt the following Resolution:

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services (BCDJFS) the authority to hire workers for the BCDJFS Senior Services Program. These employees will be compensated in accordance with the appropriate pay schedule for their position.

Upon roll call the vote was as follows:

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

THE MATTER OF AUTHORIZING THE TERMINATION OF TWO BELMONT COUNTY

DEPARTMENT OF JOB AND FAMILY SERVICES
EMPLOYEES

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

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services;

WHEREAS, in this capacity, the Board has the authority to authorize employment changes, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to terminate employment of two Belmont County Department of Job and Family Services employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION
OF A VARIABLE WIDTH ROAD IN
DINSMORE'S THIRD ADDITION
UNION TOWNSHIP SEC. 6, T-8, R-5/RD IMP 1111

Office of County Commissioners
Belmont County, Ohio

Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 28th day of September 2011, at the office of the Commissioners with the following members present:

Mr. Coffland
Mr. Probst
Mrs. Favede

Mr. Coffland moved the adoption of the following:

RESOLUTION

WHEREAS, On the 28th day of September 2011, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 5th day of October 2011 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Probst seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted September 28, 2011

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

IN THE MATTER OF THE VACATION
OF A 30' ALLEY IN MONTCLAIR ADDITION
RICHLAND TOWNSHIP SEC. 22, T-6, R-3/RD IMP 1112

Office of County Commissioners
Belmont County, Ohio

Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 28th day of September 2011, at the office of the Commissioners with the following members present:

Mr. Coffland
Mr. Probst
Mrs. Favede

Mr. Coffland moved the adoption of the following:

RESOLUTION

WHEREAS, On the 28th day of September, 2011, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 5th day of October 2011, the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Probst seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted September 28, 2011

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

**IN THE MATTER OF THE VACATION
OF A PORTION OF ELDER AVENUE
IN MONTCLAIR ADDITION, RICHLAND
TOWNSHIP SEC. 22, T-6,R-3/RD IMP 1113**

**Office of County Commissioners
Belmont County, Ohio**

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 28th day of September 2011, at the office of the Commissioners with the following members present:

Mr. Coffland
Mr. Probst
Mrs. Favede

Mr. Coffland moved the adoption of the following:

RESOLUTION

WHEREAS, On the 28th day of September, 2011, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 5th day of October 2011, the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

Mr. Probst seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted September 28, 2011

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mr. Coffland, seconded by Mr. Probst to adjourn the meeting.

Upon roll call the vote was as follows:

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

Read, approved and signed this 5th day of October, 2011.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK