

St. Clairsville, Ohio

September 4, 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 Jayne Long, Clerk of the Board.

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

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

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mrs. Favede, seconded by Mr. 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-AT&T	Services-Public Defender/General Fund	169.69
A&N-Erb Electric Co., Inc.	Courthouse Bldg. repairs/General and Capital Projects Funds	11,620.00
A-Ohio AFSCME Care Plan	Dental & Drug Coverage/General Fund	368.00
A-Quill	Supplies-Adult Probation/General Fund	457.92
A-Verizon	Cell plan-Adult Probation/General Fund	179.45
A-Wheeling Office Supply	Name Plate-Amy Busic/General Fund	19.65
N-Poggeymeyer Design Group	Engineering/EORIP Contract Project Waterline Fund	22,046.83
P-The Times-Leader	Annual subscription/LEPC/Special Emergency Planning Fund	184.40
S-Crystal Springs	Water/Eastern Ct. General Special Projects Fund	75.98
S-Glynis Valenti	Professional Services/Port Authority Fund	600.00
S-Sam's Club/GECRB	Food/Oakview Juvenile Residential Center Fund	804.67
S-United Bank	Armory Property Mortgage/Port Authority Fund	1,793.62

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 September 4, 2013, as follow:

FUND	AMOUNT
A-GENERAL	\$104,010.04
A-GENERAL/CLERK OF COURTS	\$280.01
A-GENERAL/EMA	\$936.57
A-GENERAL/RECORDER	\$708.86
A-GENERAL/SHERIFF	\$28,237.18
B-Dog Kennel	\$816.12
G-Convention and Visitors Bureau	\$20,000.00
H-Job & Family, Public Assistance	\$1,760.72
H-Job & Family, WIA	\$119,225.82; \$23,862.84
K-Engineer MVGT	\$590.77; \$23,418.17; \$25,626.11
P-Oakview Admn Bldg.	2,404.62
S-Certificate of Title Admn Fund	\$181.37
S-Clerk of Courts Computer Fund	\$6,158.20
S-District Detention Home	\$2,013.26
S-Job & Family, Children Services	\$22,653.22
S-Job & Family, Senior Program	\$150.00; \$5,681.56; \$8,158.35
S-Oakview Juvenile Residential Center	\$21,000.33
S-Sheriff Commissary	\$13.00
S-Western Div. Court Computer	\$404.30
S-Western Court General Special Projects	\$4,080.76
U-Sheriff's Reserve Account	\$2,542.02

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. Probst to approve the following transfers within the following funds:

SHERIFF/GENERAL FUND A00

FROM	TO	AMOUNT
E-0131-A006-A03.002 Jail Wages	E-0131-A006-A15.007 Unemployment	\$289.03

THE TRUANT OFFICER GRANT-JUV. CRT. FUND M79

FROM	TO	AMOUNT
E-0400-M079-M04.000 Other Expenses	E-0400-M079-M02.008 Fringes	\$ 15.30

MENTAL HEALTH & RECOVERY FUND S49

FROM	TO	AMOUNT
E-2310-S049-S63.000 Other Expenses	E-2310-S049-S59.000 Travel	\$5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Probst 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 COUNTY DOG AND KENNEL FUND B00

E-1600-B000-B02.002	Salaries-Employees	\$ 5,000.00
E-1600-B000-B07.000	Veterinary Services	\$14,166.59
E-1600-B000-B11.000	Other Expenses	\$ 3,000.00
E-1600-B000-B13.006	Hospitalization Expenses	\$ 6,800.00

BCDJFS/NOTE RETIREMENT EQUIPMENT FUND O38

E-9217-O038-O00.050	Bond Payment	\$5,916.75
E-9217-O038-O02.051	Interest Payment	\$269.18

****September 4, 2013****

FOR THE GENERAL FUND A00

E-0051-A001-A14.012	Equipment	\$ 206.39
<i>Appropriation of refund check from Xerox deposited 08/23/13.</i>		
E-0051-A001-A50.000	Budget Stabilization	\$100,941.62
<i>Appropriation of General Fund 2010, 2011 and 2012 BWC Refunds and Rebates.</i>		
E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$11,917.29
E-0121-A006-B02.002	Salaries-Employees	\$25,500.00
E-0131-A006-A04.002	Salaries-Road Deputies	\$ 2,040.00
E-0131-A006-A17.012	Cruisers	\$ 4,000.00

Proceeds from the sale of four used Sheriff's cruisers to Meigs County.

BELMONT COUNTY DOG AND KENNEL FUND B00

E-1600-B000-B10.005	Medicare	\$ 628.42
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BELMONT CO. AUDITOR/REAL ESTATE ASSESSMENT FUND J00

E-1310-J000-J03.011	Contracts-Services	\$150,000.00
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ENGINEER/MVGT-ROADS FUND K00

E-2812-K000-K15.011	Contract Services	\$6,300.00
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BELMONT SOIL & WATER/CONSERVATION FUND L01

E-1810-L001-L01.002	Salaries	\$11,000.00
E-1810-L001-L02.010	Supplies	\$5,000.00
E-1810-L001-L03.012	Equipment	\$7,000.00
E-1810-L001-L05.011	Contract Services	\$3,000.00
E-1810-L001-L09.000	Travel Expenses	\$4,420.00
E-1810-L001-L10.000	Advertising & Printing	\$2,000.00
E-1810-L001-L11.003	PERS	\$4,000.00
E-1810-L001-L13.005	Medicare	\$2,000.00
E-1810-L001-L14.000	Other Expenses	\$5,839.00

THE CAPITAL PROJECTS-FACILITIES FUND N29

E-9029-N029-N02.055	Court House Building Repair	\$17,650.00
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\$2,650.00 for the Court House chimes and \$15,000.00 for the Common Pleas Court (Judge Fregiato) renovations.

THE OHIO VALLEY MALL LIFT STATION UPGRADE FUND N80

E-9080-N080-N02.011	Contract Services *	\$ 45,000.00
E-9080-N080-N03.013	Contract Projects	\$200,000.00

** Note: \$45,000.00 is for the Engineering Services Contract with Vaughn, Coast & Vaughn—may be reimbursed through the ARC-OMEGA grant, if approved. (Transferred from GF-Professional Services on 08/28/13.)*

ENGINEER/BOND RETIREMENT-BRIDGE RETAINING WALL FUND O39

E-9218-O039-O01.050	Principal Payment	\$80,000.00
E-9218-O039-O02.051	Interest Payment	\$36,447.50

OAKVIEW JUVENILE RESIDENTIAL CENTER/VARIOUS FUNDS

E-8010-S030-S51.002	Salaries	\$30.00
E-8011-S031-S02.000	Food-Meal Tickets	\$120.00
E-8011-S031-S02.000	Food NSLA	\$1,426.67
E-8012-S032-S00.000	Activity Expenses	\$412.08

BELMONT COUNTY PROSECUTOR/VICTIMS ASSISTANCE PROGRAM W80

E-1511-W080-P01.002	Salary	\$2,214.84
E-1511-W080-P04.000	Other Expenses	\$243.22
E-1511-W080-P05.003	PERS	\$500.00
E-1511-W080-P07.006	Hospitalization	\$2,458.50
E-1511-W080-P08.005	Medicare	\$50.00

BELMONT COUNTY SHERIFF/VARIOUS FUNDS

E-5100-S000-S01.010	Commissary	\$11,868.68
E-0131-A006-A23.000	Background	\$951.00
E-0131-A006-A24.000	E-SORN	\$375.00
E-5101-S001-S07.012	CCW Equipment	\$3,127.00
E-5101-S001-S06.000	CCW License	\$3,376.00
E-1652-B016-B02.000	DUI	\$45.00
E-0131-A006-A09.000	Medical	\$714.39
E-9710-U010-U06.000	Reserve	\$4,461.37
E-0131-A006-A32.000	Warrant Fee	\$500.00
E-0131-A006-A26.000	K-9	\$850.00
E-0131-A006-A30.000	Lifesaver	\$10.00

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. Coffland to request the Belmont Co. Budget Commission certify the following monies.
GENERAL FUND - \$8,911.79 2010 Workers' Comp. Refund deposited 05/07/13. **\$20,364.96** 2011 Workers' Comp. Refund deposited 05/07/13. **\$1,940.00** 2012 Workers' Comp. Refund deposited 07/24/13. **\$69,724.87** Workers' Comp. Rebate (2011) deposited 08/29/13.
GENERAL FUND - \$15,659.50 paid into R-0050-A000-B00.500 on 08/26/13. *Check #4122 from David Jones, Auctioneer – proceeds from 2013 County Auction.*
GENERAL FUND - \$206.39 refund from Xerox paid into Refunds and Reimbursements on 08/23/13.
GENERAL FUND - \$4,000.00 paid into R-0050-A000-A42.500 Misc. Other on 08/26/13. *Check from Meigs County for the sale of four used Sheriff's cruisers.*
DOG KENNEL FUND - \$628.42 Workers' Comp. Rebate (2011) deposited 08/29/13.
N29 CAPITAL PROJECTS-FACILITIES FUND - \$211,151.77 transferred from the GF/Casino Revenue on 08/28/13.
N80 OHIO VALLEY MALL LIFT STATION UPGRADE FUND - \$45,000.00 transferred from the GF/Prof. Services on 08/28/13. **\$200,000.00** transferred from the GF/Casino Revenue on 08/28/13.
CLOSED 2012 PO's - \$1,715.15 from E-0051-A001-A13.010 Supplies/PO 520552; **\$289.33** from E-0051-A001-A13.000 Postage/PO 520666; **\$3,063.00** from E-0051-A001-A20.012 Equipment/PO 520722.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Probst	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 – Lisa Fijalkowski to travel to Cambridge, OH, on Sept. 3, 2013, to attend Canton District Directors Meeting. Estimated expenses: \$12.00. Duane Kesterson, Shirley Case and Senior members to travel to Wheeling, WV, on Sept. 12 and Sept. 17, 2013, and to Millersburg, OH, on Sept. 20, 2013 for Colerain Senior Center outings. Michael Schlantz to travel to Columbus, OH, on August 19-21, 2013, to attend eOMJ Training. Estimated expenses: \$443.40
Lisa Fijalkowski and Vincent Gianangeli to travel to Columbus, OH, on Sept. 17, 2013, to attend OJFSDA Fiscal Committee Meeting. Estimated expenses: \$159.00
Patricia Kinney and Senior members to travel to Moundsville, WV, on Sept. 5,17, 19, 24, and 26, 2013 for Bellaire Senior Center outings. Patricia Kinney, William Beckett and Senior members to travel to Robinson town Centre, in Pennsylvania, on Sept. 6, 2013, for a Bellaire Senior Center outing. Estimated expenses: \$24.00

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – John Henthorne said Mr. Coffland was in Barton last week taking pictures of a safety issue he brought up at a prior meeting. He said this has not been resolved and he wants to stay on top of this situation. Mrs. Favede asked Mr. Coffland if this was something the Engineer's Department could take care of. Mr. Coffland said yes and he is not sure why they did things the way they did. He reviewed the pictures of the road and sidewalk. He showed the area where a guardrail is needed at the drop-off area. There is also a broken catch basin. While Matt was in the area he did see the Engineer come and look at it. He has not talked to him yet as Mr. Bennett is away on vacation. He will get with him upon his return.

Ronald DeNoon returned from last week's meeting. He had complaints about the DJFS Flood Crew working in his area. According to him, the workers are sitting around bonfires several times a week. He feels this is a waste of taxpayer dollars. He feels if they had the proper equipment, a one ton dump truck and a place to dump, that the wood could be given to needy people. He is upset that it is being burned on site. Mr. DeNoon is of the opinion this area could have been cleaned up in six months with the property equipment and it has been two years now. Mrs. Favede noted this is a Federal Grant Program that is run through the Department of Job & Family Services. She will speak with the Interim Director as well as Rich Vannelle, who oversee the work crew. She said, in defense of this particular crew or crews, she is not aware of this particular situation, but they have done some very good work and we are pleased to have access to this money and those workers. Mrs. Favede said she would look into his complaints noting these men are very essential to our ability to control flooding in Belmont County.

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 24 and 31, 2013.

Upon roll call the vote was as follows:

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

Announcement-The board will reconvene at 10:00 a.m. on Thursday, September 5.

IN THE MATTER OF APPROVING AND SIGNING CHANGE ORDER #1 FOR LASH PAVING, INC./ENGINEER PROJECT 13-3 RESURFACING VARIOUS COUNTY HIGHWAYS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Change Order #1 in the amount of \$24,598.83 for Lash Paving, Inc. for the Belmont County Engineer's Project 13-3 Resurfacing Various County Highways, based upon the recommendation of Fred Bennett, County Engineer.

**CHANGE ORDER NO. #1
SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
PROJECT 13-3 RESURFACING VARIOUS COUNTY HIGHWAYS**

Auditor's Office, Belmont County, Ohio

THIS AGREEMENT made and entered into this 4TH day of SEPTEMBER, 2013 between LASH PAVING, INC and Charles Probst, Jr., Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that said LASH PAVING, INC hereby agrees to furnish all material and do all work requisite necessary for 13-3 RESURFACING VARIOUS COUNTY HIGHWAYS Project, located at VARIOUS COUNTY HIGHWAYS, in accordance with plans and specifications.

All work, materials and equipment shall meet said specifications.

CHANGE ORDER

*** ADDITIONAL QUANTITIES ***

ITEM NO.	APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
407	366 GAL	TACK COAT	\$2.20	\$805.20
448	159 CUBIC YARDS	ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 1	\$130.50	\$20,749.50
642	0.39 MILES	CENTERLINE, TYPE 1 OR TYPE 2	\$825.00	\$321.75
642	0.78 MILES	EDGE LINE, TYPE 1 OR TYPE 2	\$646.00	\$503.88
617	51 CUBIC YARDS	COMPACTED AGGREGATE	\$43.50	\$2,218.50
TOTAL ADDITIONS				\$24,598.83

SUMMARY

ORIGINAL CONTRACT	\$690,395.48
ADDITIONS	\$24,598.83
DEDUCTIONS	\$0.00
NET CHANGE	+ \$24,598.83
TOTAL WORK TO BE PERFORMED	\$714,994.31

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/
Ginny Favede /s/
Charles R. Probst, Jr. /s/

Upon roll call the vote was as follows:

LASH PAVING, INC.

NAME: David P. Lash, Jr.
 BY: David P. Lash, Jr. /s/
 TITLE President

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

IN THE MATTER OF ACCEPTING THE PROPOSAL FROM KELLY'S SUITE II FOR FURNISHINGS, DRAPERIES AND ACCESSORIES FOR THE COMMON PLEAS COURTROOM (JUDGE FREGIATO) RENOVATION PROJECT

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the proposal from Kelly's Suite II, in the amount of \$5,340.00 for furnishings, draperies and accessories for the Belmont County Common Pleas Court (Judge Fregiato) renovation project.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE QUOTE FROM MOORE'S MUSIC EMPORIUM TO REPAIR AND UPGRADE THE CHIME SYSTEM AT THE COURTHOUSE

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the quote from Moore's Music Emporium in the amount of \$2,650.00 to repair and upgrade the chime system at the Belmont County Courthouse.

Note: The original system was installed in 2001.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE AMENDMENT TO THE VENDOR AGREEMENT WITH BARNESVILLE TAXI SERVICE/BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Amendment to the Vendor Agreement with Barnesville Taxi Service, on behalf of Belmont County Department of Job & Family Services, for the provision of transportation for Title XIX (19) individuals to medical appointments, to increase the maximum amount of the agreement from \$150,000.00 to \$400,000.00 due to increases in usage.

Note: Attempts are made to secure vendors around the county who will work with the department to provide this service.

AMENDMENT TO VENDOR AGREEMENT WITH BARNESVILLE TAXI

The parties agree to increase the maximum amount of the agreement from \$150,000.00 to \$400,000.00, the additional \$250,000.00 is due to increases in usage. This amendment will take effect September 4, 2013 and expires April 30, 2014. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

Lisa Fijalkowski /s/ 9/4/13
 Lisa Fijalkowski, Interim Director Date
Aaron Wildman /s/ 9/15/13
 Aaron Wildman Date
Matt Coffland /s/ 9/4/13
 Belmont County Commissioner Date
Ginny Favede /s/ 9/4/13
 Belmont County Commissioner Date
Charles R. Probst, Jr. /s/ 9/4/13
 Belmont County Commissioner Date
Daniel P. Fry /s/ 9-3-13
 Belmont County Prosecutor Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO VENDOR AGREEMENTS FOR PROVISION OF GASOLINE AND OTHER SERVICES FOR

TITLE XIX (19) INDIVIDUALS/BCDJFS

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into Vendor Agreements, on behalf of the Belmont County Department of Job & Family Services, for the provision of gasoline and other services for Title XIX (19) individuals to medical appointments out of the local area, effective July 1, 2013 to June 30, 2014 as follows:

<u>Vendor</u>	<u>Contract Amount</u>
Belmont Carson Petroleum	Not exceed \$12,000.00
Hissom's Car Care	Not to exceed \$12,000.00
Smith's Sunoco	Not to exceed \$17,000.00

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

This agreement to provide gasoline is made and entered into this 4th day of September, 2013 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Belmont Carson Petroleum, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2013 through June 30, 2014 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$ 12,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 4th day of September, 2013.

Signature Lisa Fijalkowski /s/ Signature _____
Dept. of Job and Family Services Provider Signature

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

Date 9/4/13
Signature Matt Coffland /s/
Signature Ginny Favede /s/
Signature Charles R. Probst, Jr. /s/
Belmont County Commissioners

Date _____
Date 9/4/13
Date 9/4/13
Date 9/4/13

Approved as to form Daniel P. Fry /s/ Date 9-3-13
Prosecutor

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

This agreement to provide gasoline, etc. is made and entered into this 4th day of September, 2013 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissom's Car Care, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2013 through June 30, 2014 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the

delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.

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

PAYMENT PROCEDURES

- G. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- H. The maximum amount billable under this agreement is \$ 12,000.00.
- I. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- J. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- K. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- L. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the _____ day of September, 2013 .

Signature Lisa Fijalkowski /s/
Dept. of Job and Family Services

Signature _____
Provider Signature

Belmont County Department of Job and Family Services
Division of Social Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1075

Date 9/4/13
 Signature Matt Coffland /s/
 Signature Ginny Favede /s/
 Signature Charles R. Probst, Jr. /s/
 Belmont County Commissioners

Date 9-16-13
 Date 9/4/13
 Date 9/4/13
 Date 9/4/13

Approved as to form Daniel P. Fry, Jr. /s/
Prosecutor

Date 9-3-13

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 4th day of September, 2013 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Smith's Sunoco, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2013 through June 30, 2014 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of

- the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- M. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- N. The maximum amount billable under this agreement is \$ 17,000.00.
- O. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- P. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- Q. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- R. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 4th day of September, 2013.

Signature _____ Signature _____
 Dept. of Job and Family Services Provider Signature

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

Date 9/4/13 Date _____
 Signature Matt Coffland /s/ Date 9/4/13
 Signature Ginny Favede /s/ Date 9/4/13
 Signature Charles R. Probst, Jr. /s/ Date 9/4/13

Belmont County Commissioners
 Approved as to form Daniel P. Fry, Jr. /s/ Date 9-3-13
 Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING ROGER DEAL
 TO THE BOARD OF TRUSTEES OF THE BELMONT
 COUNTY REGIONAL AIRPORT AUTHORITY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Mr. Roger Deal, Barnesville Village Administrator, to the Board of Trustees of the Belmont County Regional Airport Authority effective immediately through December 31, 2017 to fill the unexpired term of Michael Koonce.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING COMMISSIONER FAVEDE
 TO THE EODA BOARD OF DIRECTORS**

Motion made by Mr. Coffland, seconded by Mr. Probst to appoint Belmont County Commissioner Ginny Favede, to the Eastern Ohio Development Alliance (EODA) Board of Directors for a two-year term commencing January 1, 2014 through December 31, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE ESTIMATE FROM
 PETTICORD & SON, INC., FOR ALL LABOR AND MATERIALS
 REQUIRED TO PREPARE AND PAINT/COMMON PLEAS COURT
 (JUDGE FREGIATO) RENOVATION PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the estimate from Petticord & Son, Inc., in the amount of \$3,745.00 for all labor and materials required to prepare and paint office area, two restrooms, bottom wainscot and bookcases for the Belmont County Common Pleas Court (Judge Fregiato) renovation project.

Upon roll call the vote was as follows:

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

12:00 Ribbon Cutting-Belmont County Fair

RECONVENED, SEPTEMBER 5, 2013. ALL COMMISSIONERS PRESENT.

**IN THE MATTER OF ENTERING
 EXECUTIVE SESSION AT 10:30 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Probst to enter executive session with Prosecutor Chris Berhalter pursuant to ORC 121.22(G)(1) Personnel Exception to discuss investigation of complaints against 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 10:45 A.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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:45 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Prosecutor Chris Berhalter, pursuant to ORC 121.22(G)(2) Property Exception.

Upon roll call the vote was as follows:

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

Note: Commissioner Probst left meeting at 11:02 a.m.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:03 A.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	Absent

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

RECONVENED, SEPTEMBER 9, 2013. PRESENT: COMMISSIONERS FAVEDE AND COFFLAND. ABSENT: COMMISSIONER PROBST.

**10:30 Colin Peck, Rice Energy
Re: Proposed oil/gas lease**

The purpose of meeting today is to further discuss a proposed contract with Colin Peck of Rice Energy. Mr. Peck noted two parcels were added to the face of the lease (41-60004 for .256 acres and 41-60006 for .31 acres), which are part of the Tacoma property in Barnesville. Including the above two parcels, the total involves 406.4426 acres. Colin pointed out the changes that had been made in red ink. There will be no surface operations granted for the properties known as The Tacoma Properties. The confidentiality clause has been removed. The reservations reserve everything to the county other than from the top of the Marcellus to the base of the Marcellus and then from the top of the Utica to the base of the Utica. All they are leasing in effect is the Marcellus and the Utica. Everything else, aside from oil and gas, is reserved as well. Mr. Coffland clarified that before anything is done on the surface, the county is to be informed two (2) weeks prior. Mrs. Favede noted that the proposed lease for .06 acres on Plainfield Road for the Sanitary Sewer District needs sent to the Prosecutor for review. Mr. Peck is to get this updated lease to Mrs. Favede via email today and it will be sent to the Prosecutor. The board will reconvene tomorrow at 10:00 to review the maps of the proposed lease sites.

RECONVENED, SEPTEMBER 10, 2013. PRESENT: COMMISSIONERS FAVEDE AND COFFLAND. ABSENT: COMMISSIONER PROBST.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 10:30 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting at 10:30 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 11th day of September, 2013.

 _____ COUNTY COMMISSIONERS

We, Ginny Favede 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