

St. Clairsville, Ohio

February 22, 2017

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, 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 APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$748,843.58

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A15.007 Unemployment	\$107.47

O53 NOTE RETIREMENT-SSD #2 FORCE MAIN FUND

FROM	TO	AMOUNT
E-9253-O053-O03.000 Issuance Fees	E-9253-O053-O01.050 Principal Loan Pymts	\$130,383.79

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$425.82

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the following transfers between funds:

GENERAL FUND AND THE O53 NOTE RETIREMENT

SSD # 2 FORCE MAIN FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9253-O053-O10.574 Transfers In	\$37,609.19

THE BEMONT COUNTY GENERAL FUND AND THE

VARIOUS COURTS' SPECIAL PROJECTS FUNDS

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1561-S086-S06.574 Transfers In	\$20,000.00
E-0257-A015-A15.074 Transfers Out	R-1571-S087-S06.574 Transfers In	\$20,000.00
E-0257-A015-A15.074 Transfers Out	R-1551-S088-S05.574 Transfers In	\$20,000.00

For partial support of two (2) County Court Probation Officers who will be shared by all three courts.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

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

O53 NOTE RETIREMENT-SSD #2 FORCE MAIN FUND-\$37,609.19 transferred from the General Fund on 02/22/17.

Funds needed for note payment due April 21, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated February 22, 2017, 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 to order.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows:

AUDITOR'S-Larry Craig and Anthony Rocchio to New Philadelphia, OH, on March 1, 2017, for an informational presentation regarding Ad Valorem taxes/oil and gas industry given by the Ohio Department of Transportation/Ohio Oil and Gas Association. A county vehicle will be used. Estimated cost: \$100.00.

DJFS-Michael Schlanz to Columbus, OH, on February 27, 2017, to attend the Workforce CCMEP meeting. A county vehicle will be used. Estimated expenses: \$12.00.

ENGINEER'S-Terry Lively to Cincinnati, OH, on April 9-13, 2017, to attend the 2017 Annual NACE Conference. Estimated expenses: \$1,800.00

SENIORS-Donna Steadman to Sugar Creek and Walnut Creek for socialization purposes at Amish Country. A county vehicle will be used for travel. Donna Steadman to Moundsville, WV, on March 7, 14, 23 & 28, 2017, for exercise at Four Seasons Pool. A county car will be used for travel. Daisy Braun to Wheeling, WV, on March 16, 2017, for socialization and nutrition at Uncle Pete’s Restaurant and Jebbia’s Market. A county vehicle will be used for travel. Sue Hines to Wheeling, WV, on March 24, 2017, for socialization and nutrition at the fish market. A county car will be used for travel.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

Commissioner Thomas made the following announcement:

The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County Tourism Council Board. Interested parties can contact the Commissioners’ office at [\(740\) 699-2155](tel:7406992155) to request an application. Applications will be accepted through Friday, March 10, 2017.

IN THE MATTER OF ENTERING INTO THE VEHICLE MAINTENANCE AGREEMENT BETWEEN THE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE COMMISSIONERS DBA SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Senior Services of Belmont County, effective March 1, 2017 through February 28, 2018.

**VEHICLE MAINTENANCE AGREEMENT
Between the
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
and the
BELMONT COUNTY COMMISSIONERS dba
SENIOR SERVICES OF BELMONT COUNTY**

I. PURPOSE

This Agreement is made this 1st day of March, 2017 by and between the Belmont County Board of Developmental Disabilities (*hereinafter County Board*) and the Belmont County Commissioners doing business as Senior Services of Belmont County (*hereinafter Senior Services*) for the purpose of the County Board providing vehicle maintenance for vehicles owned by the Belmont County Commissioners and used by Senior Services of Belmont County.

II. TERM

This Agreement shall be in effect from March 1, 2017 through February 28, 2018.

III. TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.

IV. COUNTY BOARD RIGHTS AND RESPONSIBILITIES

- A. The County Board shall provide routine maintenance on Senior Services’ vehicles (based on a schedule developed by Senior Services and the County Board Mechanic Supervisor) at the rate of \$25.50 per hour plus cost of any necessary parts.
- B. The County Board shall provide other than routine maintenance on Senior Services’ vehicles (based on Senior Services’ need) at the rate of \$49.00 per hour plus cost of any necessary parts.
- C. The County Board reserves the right to refuse to provide services depending on the nature of the repair.

V. SENIOR SERVICES’ RESPONSIBILITIES

- A. Senior Services shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.
- B. Senior Services shall schedule other than routine maintenance with the County Board Mechanic Supervisor.

VI. BILLING AND PAYMENT

- A. The County Board shall bill Senior Services for vehicle maintenance services at the end of the month, if services have been provided during that month.
- B. Senior Services shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.
- C. Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

VII. ROUTINE MAINTENANCE SCHEDULE

- A. The County Board Mechanic and Senior Services Executive Director or designee shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered “routine maintenance” for the purpose of this Agreement.
- B. A copy of the routine maintenance schedule shall be attached and become part of this Agreement.
- C. Any maintenance procedures not included on the routine maintenance schedule shall be considered “other than routine maintenance” and shall be billed at the higher rate.
- D. Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the Senior Services’ Executive Director.

VIII. NON-DISCRIMINATION POLICY

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, sex, creed, disability, or national origin.

IX. SIGNATURES

Belmont County Board of Developmental Disabilities	
<i>Stephen L. Williams /s/</i>	2-21-17
Stephen L. Williams, Superintendent	Date
Belmont County Board of Commissioners	
<i>Mark A. Thomas /s/</i>	2-22-17
Mark Thomas	Date
<i>J. P. Dutton /s/</i>	2-22-17
J.P. Dutton	Date
<i>Josh Meyer /s/</i>	2-22-17
Josh Meyer	Date

Approved as to form:
Daniel P. Fry /s/ _____ 2/1/17
Daniel P. Fry, Prosecuting Attorney **Date**

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO A VENDOR AGREEMENT WITH SHAHEEN LAW OFFICE ON BEHALF OF BCDJFS FOR THE PROVISION OF ADULT PROTECTIVE SERVICES-LEGAL SERVICES

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into a Vendor Agreement with Shaheen Law Office, on behalf of Belmont County Department of Job & Family Services, for the provision of Adult Protective Services-Legal Services effective March 1, 2017 through February 28, 2018, in the maximum amount of \$10,000.00.

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

This agreement to provide **Adult Protective Services – Legal Services** entered into this 1st day of **March, 2017** by and between the Belmont County Department of Job and Family Services, hereinafter referred to as “Department” and **Shaheen Law Office**, a provider of **Legal Services** hereinafter referred to as “Provider.” This agreement will be effective from **March 1, 2017** through **February 28, 2018** 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 Right Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department..
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing the delivery of the service, including provision of insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider **\$80.00** per Hour for **125** Unit hours of service.
- B. The maximum amount billable under this agreement is **\$10,000.00**
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient for whom services are provided may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 22nd day of February, 2017

Vince Gianangeli /s/ 2-15-17
Department of Job and Family Services Date

Michael J. Shaheen /s/ 2-15-17
Michael J. Shaheen, Provider Date

Belmont County Department of Job and Family Services
68145 Hammond Rd.
St. Clairsville, OH 43950

(740) 695-1075

Mark A. Thomas /s/ 02/22/17
Belmont County Commissioners Date

J. P. Dutton /s/ 02/22/17
Belmont County Commissioners Date

Josh Meyer /s/ 02/22/17
Belmont County Commissioners Date

As approved to form:

David K. Liberati /s/ assist P.A. 02/16/17
Belmont County Prosecutor Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING AND SIGNING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR LESLIE JO ALLEN/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for **Leslie Jo Allen**, for a mortgage deed dated December 28, 2016, as recorded in Volume 0663, pages 566-568 in the Belmont County Recorder’s Office based upon the recommendation of Lisa Mullin, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated December 28, 2016 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0663 at pages 566-568, and executed by Leslie Jo Allen, to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

2-22-17
Date

Belmont County Commissioners:

By: Mark A. Thomas /s/
Mark A. Thomas

J. P. Dutton /s/
J. P. Dutton
Josh Meyer /s/
Josh Meyer

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING RENTAL AGREEMENT WITH AECOM/ENGINEERS

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the rental agreement with AECOM, effective February 27, 2017, for the use of a 0038 DPE Trailer for a 24 month period at a cost of \$3,000.00 per month for the Belmont County Engineer's Tacoma garage underground storage tank remediation project, based upon the recommendation of County Engineer, Terry Lively.

Note: This will be paid for out of the MVGT fund.

AECOM

Rental Agreement

Project Manager: Ray Orloski Site Name: Tacoma Garage UST Remediation
Client Name: Belmont County Project Number: 60526931
Mechanicsburg Office Contact Person: Jason Hovis
Contract Period: 24 Months Rental Cost: \$3,000/month
Daily rental rate beyond initial contract period: \$ per day/week
Date Equipment Rental To Begin: 2/27/17
Equipment to be rented: 0038 DPE Trailer
Shipping Costs: N/A

1. This agreement must be signed (page 2) by the above company's Authorized Person who will assume all responsibility for rental. This signed agreement must be returned to AECOM's Mechanicsburg office.
2. Rental begins on day of shipment and terminates on day unit is received and tested. All shipping costs (delivery and/or return) are borne by renter.
3. All required routine maintenance is the responsibility of the AECOM.
4. If equipment is to be operated with a generator, please initial N/A. Customer takes full responsibility for sizing of the generator and any motor damage resulting from improper size or use of the generator.
5. **Any** field modification to above equipment is **prohibited**, without the consent of the Mechanicsburg office.
6. AECOM shall indemnify and save the Renter harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the equipment to be rented or Renter's use thereof.
7. For periods extending beyond one (1) month, billing will be done monthly, payment due upon receipt.
8. If the renter decides to purchase equipment, the purchase price will be based on the replacement price plus a negotiated discount based on the total rent payments received by AECOM. A new purchase order must be sent reflecting this purchase intention.

Notice - Return Clean

Upon completion of the rental term, the rental equipment will be properly decontaminated and cleaned by AECOM.

Company Name: Belmont County Engineer's Office
Printed Name: Mark A. Thomas Title: County Commissioners
John P. Dutton Jr
Josh Meyer
Mark A. Thomas /s/

Authorized Signature: J. P. Dutton /s/ Josh Meyer /s/

Date: 2/22/17

Approved as to form:

David K. Liberati /s/ assist P.A.

AECOM Confirming Signature: William A. Wright, Jr. /s/

Date: 2/21/17

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 15, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:18 A.M.

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Vince Gianangeli, Director and Lori O'Grady, HR Manager, Belmont County Dept. of Job and Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:34 A.M.

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 9:34 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

February 22, 2017

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:35 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Cindy Stock, HR Assistant Clerk, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 9:45 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 9:45 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

February 22, 2017

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:47 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 9:47 a.m.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Read, approved and signed this 1st day of March, 2017.

Mark A. Thomas /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, Mark A. Thomas 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.

Mark A. Thomas /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK