

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. Dutton 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 \$893,123.33

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | 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:

A00 GENERAL FUND

| FROM | TO | AMOUNT |
|-----------------------------------|------------------------------------|---------------|
| E-0121-A006-B06.011 Contracts | E-0121-A006-B02.002 Salaries | \$28,000.00 |
| E-0131-A006-A04.002 Road-Salaries | E-0131-A006-A03.002 Jail-Salaries | \$76,820.09 |
| E-0170-A006-G09.003 PERS | E-0170-A006-G02.002 Salaries | \$9.00 |
| E-0170-A006-G09.003 PERS | E-0170-A006-G11.000 Other Expenses | \$160.57 |

BCSSD/VARIOUS FUNDS

| FROM | TO | AMOUNT |
|---------------------------------------|---------------------------------------|---------------|
| E-3702-P005-P19.012 Equipment | E-3702-P005-P31.000 Other Expenses | \$20,000.00 |
| E-3702-P005-P21.000 Materials | E-3702-P005-P23.011 Contract Services | \$30,000.00 |
| E-3705-P053-P01.002 Salaries | E-3705-P053-P09.000 Sewage Disposal | \$35,000.00 |
| E-3705-P053-P07.011 Contract Services | E-3705-P053-P15.000 Other Expenses | \$12,000.00 |

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 as follows:

A00 GENERAL FUND AND N29 CAPITAL PROJECTS-FACILITIES FUND

| FROM | TO | AMOUNT |
|-----------------------------------|----------------------------------|---------------|
| E-0257-A015-A15.074 Transfers Out | R-9029-N029-N04.574 Transfers In | \$199,929.86 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

Motion made by Mr. Thomas, seconded by Mr. Meyer 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 December 6, 2017:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

| | | |
|---------------------|----------------------------|-------------|
| E-0011-A001-B03.010 | Supplies | \$397.76 |
| E-0011-A001-B04.012 | Equipment | \$1,652.43 |
| E-0011-A001-B05.012 | Computer | \$284.00 |
| E-0011-A001-B07.000 | Travel | \$1,071.75 |
| E-0054-A006-F11.012 | Equipment | \$27,891.25 |
| E-0061-A002-B03.010 | Supplies | \$37.03 |
| E-0061-A002-B04.012 | Equipment | \$13,568.63 |
| E-0061-A002-B11.000 | Foreign Judges & Sub Court | \$2,455.61 |
| E-0061-A002-B12.000 | Other Expenses | \$2,828.66 |
| E-0121-A006-B06.011 | Contract Services | \$46,513.67 |

J00 Real Estate Assessment

| | | |
|---------------------|-------------------|-------------|
| E-1310-J000-J03.011 | Contract Services | \$39,370.82 |
| E-1310-J000-J06.000 | Other Expenses | \$2,550.44 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Meyer 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, 2017****

T12 REVOLVING LOAN FUND

| | | |
|---------------------|-------------------|--------------|
| E-9713-T012-T06.013 | Contract Projects | \$140,300.00 |
|---------------------|-------------------|--------------|

****NOVEMBER 21, 2017****

A00 GENERAL FUND

| | | |
|----------------------------------|-----------------------------------|----------------|
| E-0051-A001-A50.000 | Budget Stabilization | \$1,600,000.00 |
| **DECEMBER 6, 2017** | | |
| A00 GENERAL FUND | | |
| E-0054-A006-F11.012 | Equipment | \$5,000.00 |
| E-0170-A006-G12.000 | Indigent Clients-Payment to State | \$389.25 |
| E-0257-A015-A14.000 | Attorney Fees | \$475.75 |
| E-0257-A015-A15.074 | Transfers Out | \$199,929.86 |
| E10 911 FUND | | |
| E-2200-E010-E07.000 | Other Expenses | \$1,902.00 |
| E11 9-1-1 WIRELESS | | |
| E-2301-E011-E01.011 | Contract Services | \$12,276.39 |
| SHERIFF/VARIOUS | | |
| E-0131-A006-A23.000 | Background | \$259.00 |
| E-0131-A006-A24.000 | E-SORN | \$125.00 |
| E-0131-A006-A26.000 | K-9 | \$3,600.00 |
| E-5100-S000-S01.010 | Commissary | \$8,070.02 |
| E-5101-S001-S06.000 | CCW License | \$550.00 |
| E-5101-S001-S07.012 | CCW Equipment | \$681.00 |
| E-9710-U010-U06.000 | Reserve | \$11,520.00 |
| O12 NEFFS BOND RETIREMENT | | |
| E-9312-O012-O01.050 | Principal Loan Payments | \$14,000.00 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-NOVEMBER & DECEMBER, 2017

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following transfer of funds for Hospitalization Chargebacks for November & December, 2017.

| From: | | To: | |
|---------------------|-------------------------|---------------------|------------|
| NUMBER | ACCOUNT | NUMBER | AMOUNT |
| E-0170-A006-G11.000 | PUBLIC DEFENDER | R-9891-Y091-Y01.500 | 8,930.72 |
| E-0181-A003-A11.000 | BD OF ELECTIONS | R-9891-Y091-Y01.500 | 23,553.24 |
| 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 | 38,028.96 |
| 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 | 10,893.49 |
| 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 | 2,845.90 |
| E-1518-S075-S03.002 | MHAS SUBSIDY GRANT | R-9891-Y091-Y01.500 | 1,422.95 |
| E-1520-S077-S04.006 | CORRECTIONS ACT | R-9891-Y091-Y01.500 | 4,268.85 |
| E-1544-S054-S05.000 | COMMON PLEAS/GEN SP/MED | R-9891-Y091-Y01.500 | 0.00 |
| E-1600-B000-B13.006 | DOG & KENNEL | R-9891-Y091-Y01.500 | 6,084.82 |
| 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 | 5,691.80 |
| E-1815-L005-L15.006 | WATERSHED COORD. | R-9891-Y091-Y01.500 | 1,079.64 |
| E-2310-S049-S63.000 | MENTAL HEALTH | R-9891-Y091-Y01.500 | 8,537.70 |
| E-2410-S066-S80.000 | MENTAL RETARDATION | R-9891-Y091-Y01.500 | 119,433.04 |
| E-2510-H000-H16.006 | HUMAN SERVICES | R-9891-Y091-Y01.500 | 168,267.44 |
| E-2760-H010-H12.006 | CHILD SUPPORT | R-9891-Y091-Y01.500 | 17,303.25 |
| E-2811-K200-K10.006 | K-1 | R-9891-Y091-Y01.500 | 2,845.90 |
| E-2811-K200-K10.006 | K-2 | R-9891-Y091-Y01.500 | 5,005.18 |
| E-2812-K000-K20.006 | K-11 | R-9891-Y091-Y01.500 | 52,405.26 |
| E-2813-K000-K39.006 | K-25 | R-9891-Y091-Y01.500 | 16,388.78 |
| E-4110-T075-T52.008 | WIC | R-9891-Y091-Y01.500 | 5,691.80 |
| E-5005-S070-S06.006 | SENIOR SERVICE PROG | R-9891-Y091-Y01.500 | 86,655.48 |
| E-6010-S079-S07.006 | CLRK OF COURTS | R-9891-Y091-Y01.500 | 16,388.78 |
| E-1561-S086-S03.006 | Northern Court-Special | R-9891-Y091-Y01.500 | 1,422.95 |
| E-1571-S087-S03.006 | Eastern Court - Special | R-9891-Y091-Y01.500 | 1,422.95 |
| E-1551-S088S03.006 | Western Court-Special | R-9891-Y091-Y01.500 | 2,845.90 |
| E-8010-S030-S68.006 | OAKVIEW JUVENILE | R-9891-Y091-Y01.500 | 28,852.02 |
| E-9799-S012-S02.006 | Port Authority | R-9891-Y091-Y01.500 | 1,079.64 |
| | WATER DEPARTMENT | | |
| E-3702-P005-P31.000 | WWS #3 Revenue | R-9891-Y091-Y01.500 | 34,603.52 |

| | | | |
|---------------------|-----------------------------------|---------------------|-----------|
| E-3705-P053-P15.000 | SSD #2 Revenue | R-9891-Y091-Y01.500 | 17,654.94 |
| | COUNTY HEALTH | | |
| E-2210-E001-E15.006 | County Health | R-9891-Y091-Y01.500 | 14,692.04 |
| E-2233-F085-F01.002 | Child & Family Health Services | R-9891-Y091-Y01.500 | 556.44 |
| E-2211-F069-F04.000 | Trailer Park | R-9891-Y091-Y01.500 | 0.00 |
| E-2227-F074-F06.000 | Home Sewage Treatment Syst. | R-9891-Y091-Y01.500 | 1,079.64 |
| E-2213-F075-F02.003 | Vital Stats | R-9891-Y091-Y01.500 | 2,276.72 |
| E-2231-F083-F01.002 | Public Health Em Preparedness | R-9891-Y091-Y01.500 | 718.38 |
| E-2232-F084-F02.008 | Visiting Nurse | R-9891-Y091-Y01.500 | 0.00 |
| E-2215-F077-F01.002 | Reproductive Health & Wellness | R-9891-Y091-Y01.500 | 608.48 |
| E-2216-F078-F02.002 | Tobacco | R-9891-Y091-Y01.500 | 0.00 |
| E-2218-G000-G06.003 | Food Services | R-9891-Y091-Y01.500 | 2,561.32 |
| E-2230-F082-F01.002 | Personal Responsibility Ed. Prog. | R-9891-Y091-Y01.500 | 731.12 |
| E-2219-N050-N05.000 | Water Systems | R-9891-Y091-Y01.500 | 0.00 |
| E-4110-T075-T52.008 | WIC | R-9891-Y091-Y01.500 | 1,015.72 |
| | Juv Court/Grants | | |
| E-0400-M067-M05.008 | Alternative School | R-9891-Y091-Y01.500 | 2,845.90 |
| E-0400-M060-M64.008 | Care and Custody | R-9891-Y091-Y01.500 | 0.00 |
| E-0400-M060-M29.008 | Care & Custody (C-Cap) | R-9891-Y091-Y01.500 | 2,845.90 |
| E-0400-M060-M75.008 | Care & Cust. (Substance Abuse) | R-9891-Y091-Y01.500 | 0.00 |
| E-0400-M078-M02.008 | Title IV-E Reimbursement | R-9891-Y091-Y01.500 | 5,691.80 |

TOTALS **725,228.36**

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR NOVEMBER, 2017**

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following transfer of funds for the Y-95 Employer's Share PERS/
Holding Account for the month of November, 2017.

Gross Wages P/E 11/11/17 THRU 11/25/17

| General Fund | FROM | TO | |
|------------------------|---------------------|---------------------|------------------|
| AUDITOR | E-0011-A001-B09.003 | R-9895-Y095-Y01.500 | 6,790.39 |
| AUD EMPL-PERS PROP | E-0012-A001-B14.003 | R-9895-Y095-Y01.500 | 884.80 |
| AUD EMPL-REAL PROP | E-0013-A001-B18.003 | R-9895-Y095-Y01.500 | 952.00 |
| CLERK OF COURTS | E-0021-A002-E09.003 | R-9895-Y095-Y01.500 | 2,925.24 |
| CO. CT. EMPL | E-0040-A002-G08.003 | R-9895-Y095-Y01.500 | 4,866.82 |
| CO CT. APPT EMP-JUDGES | E-0042-A002-J02.003 | R-9895-Y095-Y01.500 | 219.30 |
| COMMISSIONERS | E-0051-A001-A25.003 | R-9895-Y095-Y01.500 | 5,577.86 |
| NURSES-JAIL | E-0052-A001-A91.003 | R-9895-Y095-Y01.500 | 3,577.70 |
| COMM-DIS SERV | E-0054-A006-F05.003 | R-9895-Y095-Y01.500 | 892.54 |
| COMM-MAINT & OP | E-0055-A004-B16.003 | R-9895-Y095-Y01.500 | 6,204.37 |
| 9-1-1 DEPT | E-0056-A006-E08.003 | R-9895-Y095-Y01.500 | 9,126.54 |
| ANIMAL SHELTER | E-0057-A006-F05.003 | R-9895-Y095-Y01.500 | 527.28 |
| COMM PLEAS CT EMPL | E-0061-A002-B14.003 | R-9895-Y095-Y01.500 | 4,296.92 |
| MAGISTRATE | E-0063-A002-B28.003 | R-9895-Y095-Y01.500 | 1,168.32 |
| ENGINEERS EMPL | E-0070-A012-A08.003 | R-9895-Y095-Y01.500 | 1,356.00 |
| PROBATE CT EMPL | E-0081-A002-D10.003 | R-9895-Y095-Y01.500 | 1,803.50 |
| PROBATE CT JUV EMPL | E-0082-A002-C36.003 | R-9895-Y095-Y01.500 | 7,903.71 |
| PROSECUTING ATTN | E-0111-A001-E09.003 | R-9895-Y095-Y01.500 | 7,804.96 |
| RECORDER | E-0121-A006-B09.003 | R-9895-Y095-Y01.500 | 3,754.95 |
| SHERIFF'S (PERS) | E-0131-A006-A13.003 | R-9895-Y095-Y01.500 | 18,596.43 |
| TREASURER | E-0141-A001-C09.003 | R-9895-Y095-Y01.500 | 2,931.16 |
| CORONER | E-0151-A002-F07.003 | R-9895-Y095-Y01.500 | 956.74 |
| SOLDIER'S RELIEF | E-0160-A009-D07.003 | R-9895-Y095-Y01.500 | 3,009.84 |

| | | | |
|------------------------------|---------------------|---------------------|------------|
| PUBLIC DEFENDER | E-0170-A006-G09.003 | R-9895-Y095-Y01.500 | 2,660.30 |
| BD OF ELECT/EMPLY | E-0181-A003-A09.003 | R-9895-Y095-Y01.500 | 3,413.93 |
| BUDGET COMM | E-0210-A001-F02.003 | R-9895-Y095-Y01.500 | 32.00 |
| T. B. SAN | E-0300-A008-B10.003 | R-9895-Y095-Y01.500 | 358.33 |
| | | | 102,591.93 |
| DOG & KENNEL | E-1600-B000-B08.003 | R-9895-Y095-Y01.500 | 1,292.83 |
| COUNTY HEALTH | E-2210-E001-E10.003 | R-9895-Y095-Y01.500 | 2,392.51 |
| Trailer Parks | E-2211-F069-F04.000 | R-9895-Y095-Y01.500 | |
| Home Sewage Treatment Sys | E-2227-F074-F06.000 | R-9895-Y095-Y01.500 | 600.78 |
| Vital Statistics | E-2213-F075-F02.003 | R-9895-Y095-Y01.500 | 512.19 |
| Public Health Infrastructure | E-2214-F076-F01.002 | R-9895-Y095-Y01.500 | |
| Family Planning | E-2215-F077-F01.002 | R-9895-Y095-Y01.500 | 485.87 |
| Tobacco Program | E-2216-F078-F02.002 | R-9895-Y095-Y01.500 | |
| CDC Lead | E-2228-F080-F01.002 | R-9895-Y095-Y01.500 | |
| PREP | E-2230-F082-F01.002 | R-9895-Y095-Y01.500 | 381.99 |
| PHEP | E-2231-F083-F01.002 | R-9895-Y095-Y01.500 | 621.05 |
| NURSING PROGRAM | E-2232-F084-F02.008 | R-9895-Y095-Y01.500 | 339.72 |
| Child & Family Health Serv | E-2233-F085-F01.002 | R-9895-Y095-Y01.500 | 210.27 |
| Safe Communities Program | E-2234-F086-F02.008 | R-9895-Y095-Y01.500 | |
| Water System | E-2219-N050-N05.000 | R-9895-Y095-Y01.500 | |
| Food Service | E-2218-G000-G06.003 | R-9895-Y095-Y01.500 | 927.40 |
| HUMAN SERVICES | E-2510-H000-H12.003 | R-9895-Y095-Y01.500 | 49,348.71 |
| C.S.E.A. | E-2760-H010-H07.003 | R-9895-Y095-Y01.500 | 6,636.89 |
| R.E. ASSESSMENT | E-1310-J000-J04.003 | R-9895-Y095-Y01.500 | 3,007.83 |
| ENGINEER K-1 & K-2 | E-2811-K000-K08.003 | R-9895-Y095-Y01.500 | 3,615.65 |
| ENG EMP-MVGT K-11 | E-2812-K000-K21.003 | R-9895-Y095-Y01.500 | 12,749.62 |
| ENG EMP-BRIDGE K-25 | E-2813-K000-K34.003 | R-9895-Y095-Y01.500 | 4,326.04 |
| SOIL CONSERVATION | E-1810-L001-L11.003 | R-9895-Y095-Y01.500 | 1,108.80 |
| Watershed Coordinator | E-1815-L005-L11.003 | R-9895-Y095-Y01.500 | 336.00 |
| Care and Custody-C-Cap | E-0400-M060-M26.003 | R-9895-Y095-Y01.500 | 1,044.04 |
| Care and Custody-truancy | E-0400-M060-M61.003 | R-9895-Y095-Y01.500 | 576.72 |
| INTAKE COORDINATOR | E-0400-M062-M03.002 | R-9895-Y095-Y01.500 | |
| Alternative School | E-0400-M067-M02.003 | R-9895-Y095-Y01.500 | 604.87 |
| PLACEMENT II | E-0400-M075-M03.002 | R-9895-Y095-Y01.500 | |
| Title IV-E | E-0400-M078-M02.008 | R-9895-Y095-Y01.500 | 803.28 |
| WW#3 | E-3702-P005-P29.003 | R-9895-Y095-Y01.500 | 13,922.80 |
| SSD#2 | E-3705-P053-P13.003 | R-9895-Y095-Y01.500 | 4,065.15 |
| LEPC | E-1720-P090-P08.003 | R-9895-Y095-Y01.500 | |
| Bel Co Port Authority | E-9799-S012-S08.003 | R-9895-Y095-Y01.500 | 1,130.76 |
| OAKVIEW-JUVENILE | E-8010-S030-S66.003 | R-9895-Y095-Y01.500 | 8,329.14 |
| DIST DET HOME | E-0910-S033-S44.003 | R-9895-Y095-Y01.500 | 9,004.69 |
| MENTAL HEALTH | E-2310-S049-S60.003 | R-9895-Y095-Y01.500 | 2,916.62 |
| COMM PLEAS/MEDIATION SRV | E-1544-S054-S02.003 | R-9895-Y095-Y01.500 | 320.38 |
| MENTAL RETARDATION | E-2410-S066-S76.003 | R-9895-Y095-Y01.500 | 29,967.29 |
| Bel Co Senior Programs | E-5005-S070-S02.003 | R-9895-Y095-Y01.500 | 16,636.02 |
| MHAS SUBSIDY GRANT | E-1518-S075-S03.002 | R-9895-Y095-Y01.500 | 570.76 |
| SMART OHIO PILOT GRANT | E-1519-S076-S10.002 | R-9895-Y095-Y01.500 | |
| CORRECTIONS ACT GRNT | E-1520-S077-S03.003 | R-9895-Y095-Y01.500 | 735.78 |
| CLRK CRTS-TITLE DEPT | E-6010-S079-S06.003 | R-9895-Y095-Y01.500 | 3,257.87 |
| EASTERN CRT-COMPUTER | E-1570-S084-S11.003 | R-9895-Y095-Y01.500 | 268.80 |

| | | | |
|-----------------------|---------------------|---------------------|-------------------|
| NORTHRN CRT-SPECIAL | E-1561-S086-S02.003 | R-9895-Y095-Y01.500 | 409.52 |
| EASTERN CRT-SPECIAL | E-1571-S087-S02.003 | R-9895-Y095-Y01.500 | 367.72 |
| WEST CRT-SPECIAL | E-1551-S088-S02.003 | R-9895-Y095-Y01.500 | 671.52 |
| COMMON PLEAS CRT-SPEC | E-1572-S089-S07.003 | R-9895-Y095-Y01.500 | |
| JUV COURT - GEN SPEC | E-1589-S096-S09.000 | R-9895-Y095-Y01.500 | 58.80 |
| WIC PROGRAM | E-4110-T075-T52.008 | R-9895-Y095-Y01.500 | 2,273.78 |
| LAW LIBRARY | E-9720-W020-W03.003 | R-9895-Y095-Y01.500 | 272.62 |
| PROS-VICTIM PROGRAM | E-1511-W080-P05.003 | R-9895-Y095-Y01.500 | 552.10 |
| DRETAC-PROSECUTOR | E-1510-W081-P05.003 | R-9895-Y095-Y01.500 | 603.08 |
| DRETAC-TREASURER | E-1410-W082-T05.003 | R-9895-Y095-Y01.500 | |
| | | | 290,850.19 |

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | 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 County Budget Commission certify the following monies.
CASINO REVENUE Q3-2017/GENERAL FUND-\$199,929.86 deposited into R-0010-A000-A06.500 balance as of 12/06/17.
OIL & GAS RECEIPTS/DONATION TO EMA-\$5,000.00 deposited into R-0050-A000-A02.500 om 12/06/17.

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 _December 6, 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:
COURT OF COMMON PLEAS-Probation Officers and staff to Dublin, OH, on February 21, 22 & 23, 2018, to attend the Juvenile Inter-court Conference.
DJFS-Michael Schlantz to Cadiz, OH, on December 6 and December 15, 2017, to attend the Workforce and COG meeting. A county vehicle will be used for travel. Estimated expenses: \$30.00
SSD-Kelly Porter, Mark Esposito, Craig Harris and Brian Street to Monroe County on December 6, 2017, to tour the Monroe County Water Treatment Plant. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | 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 November 29, 2017.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

Mr. Thomas made the following announcement-
 The Board will hold its next regular meeting on Thursday, December 14 at 9:00 a.m. instead of Wednesday, December 13 due to the Commissioners being at the CCAO Winter Conference.

IN THE MATTER OF RESCHEDULING COMMISSIONERS' MEETING DAY

Motion made by Mr. Thomas, seconded by Mr. Meyer to hold the board's regular meeting at 9:00 a.m. on Thursday, December 28 instead of Wednesday, December 27, due to the Christmas holiday and to notify the media of the same.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF ACCEPTING THE ANNUAL REPORT ON THE DTAC FUND FOR FY 2017/TREASURER

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the annual report on the Delinquent Tax & Assessment Collection (DTAC) Fund for fiscal year 2017 as submitted by Katherine J. Kelich, Belmont County Treasurer, pursuant to Ohio Revised Code Section 321.261

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

IN THE MATTER OF APPROVING THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR VENDRICK CONSTRUCTION, INC./SSOBC COMMUNITY BUILDING

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve and sign the Certificate of Substantial Completion for Vendrick Construction, Inc., for the Senior Services of Belmont County Community Building, based upon the recommendation of Jeremy Greenwood, Grencore Designs, Inc.

Date of Substantial Completion: May 15, 2017.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM ANTERO RESOURCES CORPORATION FOR EMA

Motion made by Mr. Thomas, seconded by Mr. Meyer to acknowledge receipt of a \$5,000.00 donation from Antero Resources Corporation, to the Belmont County Emergency Management Agency, for the purchase of a Task Force vehicle.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF APPROVING PROMOTION OF MICHAEL STEWART FROM WATER PLANT OPERATOR I TO ASSISTANT DISTRIBUTION MANAGER/SSD

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the promotion of Michael Stewart from Water Plant Operator I to Assistant Distribution Manager for Belmont County Sanitary Sewer, effective December 10, 2017.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

IN THE MATTER OF ADVERTISING FOR BIDS FOR PROVISION OF HOMEMAKER AND PERSONAL CARE SERVICES FOR SENIOR CITIZENS

Motion made by Mr. Thomas, seconded by Mr. Meyer to advertise for bids for the provision of homemaker and personal care services to senior citizens of Belmont County.

**LEGAL NOTICE OF HOMEMAKER/PERSONAL CARE PURCHASE
BELMONT COUNTY SENIORS PROGRAMS**

The Belmont County Board of Commissioners is taking bids through **9:30 am January 17, 2018** from companies or organizations that are interested in providing homemaker and personal care services to senior citizens of Belmont County. \$500 bid bond or certified check required. The Invitation to Bid (ITB) with instructions and conditions for bidding is currently available from the Commissioners' Office, 101 West Main Street, St. Clairsville, Ohio 43950. The bids must be received by the Commissioners' Office in a sealed bid envelope on or before **9:30 am January 17, 2018** by mail, courier, delivery service, or personal delivery, and bids will be opened at the Commissioners' Office at **9:30 am, January 17, 2018**.

Bidders must bid a per hour price, be willing and able to provide services 7 days a week, for the number of hours requested by the Commissioners, and comply with all applicable state, local and federal laws and regulations, including Title III, OOA 1965. Interested bidders will bid on the specifications contained in the ITB. The County is interested in contracting for the one year period March 1, 2018 through February 28, 2019, with the County's option to renew or extend the contract for an additional year.

The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated.

The Commissioners will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid; provided that the number of successful bidders selected will be based on the number needed by the Commissioners to sufficiently meet the needs of clients. The Commissioners do not make any guarantee as to volume of services for the Bidder(s) selected for contract award. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

By order of the Board of Commissioners of Belmont County, Ohio

Jayne Long/BZ s/s
Jayne Long, Clerk of the Board

Times Leader Advertisement: Two (2) Mondays, December 11 & December 18, 2017

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BCDJFS AND REBECCA SAFKO, CONSULTANT

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the contract between Belmont County Department of Job and Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Opportunity Act (WIOA) Area 16 effective January 1, 2018 through December 31, 2018 in an amount not to exceed \$36,000.00.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract, entered into on this 6th day of December, 2017, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter "Contractor"), is for the purchase of the performance of the following services: WIA/WIOA Area 16 fiscal services that meet the requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide WIA Area 16 fiscal services. The Purchaser has agreed to use WIOA Funds (CFDA # 17.258, #17.259, and #17.278) and other workforce related funding coming to the area after the date of this contract that support the activities performed under this contract.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950

Contractor: 740-695-1075
Rebecca Safko
1446 Iroquois Drive
Pittsburgh, PA 15205
412-489-5464 or 740-632-4671 cell

III CONTRACT PERIOD

This contract and its terms will become effective on January 1, 2018. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2018. The contract may be extended for an additional 12-month period based on the satisfactory performance of services by the Contractor.

IV DEFINITIONS

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

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be January 1, 2016 through December 31, 2016. At a minimum, this contract requires the Contractor to perform the following services:

Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County's submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WDB, act as liaison between ODJFS and Area 16 counties, assist counties with WIOA audits, as needed; prepare the Area 16 audit schedules and footnotes; liaison with the Auditor of State regarding the Area 16 audit; and maintain Area 16 fiscal documentation.

2. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.

3. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein. **Purchaser Responsibilities**

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Innovation and Opportunity Act program and related activities as they apply to all counties in WIOA Area 16.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties' WIOA programs.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the first to the last day of that month.

Failure of Contractor to deliver all required invoices by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act Funds (CFDA # 17.258, #17.259, and #17.278) and subsequent related workforce funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$36,000.00 (12-month contract)**. **All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.**

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th. day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

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, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.

Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$36,000.00.

IX 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.

X AUDIT RESPONSIBILITY AND REPAYMENT

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

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

Notice as required under this agreement 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.

XV 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 acceptance of closeout report. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI 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.

XVII 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. 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 agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement 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.

XVIII 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 Area 16 Workforce Development Board'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, if applicable.

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.

XIX 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, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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.

XXII 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. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

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.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV 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. 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-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

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

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board in connection with any omission or negligent action.

XXVII 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.

XXVIII 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.

XXIX 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 Titles VI and VII of the Civil Rights Act of 1964 as amended, 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 Employment Act as amended and Ohio Civil Rights Laws. 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, Vietnam-era veteran status, 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.

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS 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.

XXXI 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.

XXXII 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.

XXXIII 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.

XXXIV 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.

XXXV 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.

XXXVI 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.

XXXVII 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).

XXXVIII 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).

XXXIX PROCUREMENT

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

**Rebecca Safko, Proposed Services Budget
January 1, 2018 through December 31, 2018**

| | | Hours to Perform | Frequency | Annual Hours Budgeted | |
|--|------------------------------------|----------------------|-----------|-----------------------|-------|
| Weekly | Draw Process | 0.5 | 52 | 26 | |
| | Emails and Technical Asst. | 2.25 | 52 | 117 | |
| Monthly | Process Financials | 5 | 12 | 60 | |
| | Review & Oversight | 1.5 | 12 | 18 | |
| | Maintain & Update Budgets | 0.5 | 12 | 6 | |
| | Belmont financials | 1 | 12 | 12 | |
| Quarterly | One-Stop | 4 | 4 | 16 | |
| | COG/WIB | 12 | 4 | 48 | |
| | WIB State Fiscal meeting(Columbus) | 7 | 4 | 28 | |
| | Reconcile w/State financials | 3 | 4 | 12 | |
| Annually | Audit Belmont WIA | 3 | 1 | 3 | |
| | Audit Area 16 and certifications | 20 | 1 | 20 | |
| | Monitoring: | | | | |
| | Belmont | Fiscal & Program | 22 | 1 | 22 |
| | Belmont | Youth Contract | 8 | 1 | 8 |
| | Carroll | Fiscal & Program | 20 | 1 | 20 |
| | Harrison | Fiscal & Program | 20 | 1 | 20 |
| | Jefferson | CDFJS-Fiscal & Adm | 8 | 1 | 8 |
| | Jefferson | CAC-Fiscal & Program | 25 | 1 | 25 |
| | Research | | 15 | 1 | 15 |
| | Write up & record keeping | | 15.75 | 1 | 15.75 |
| WIOA System development/State required Training/Technical Assistance | | | | 150 | |
| WIA meetings & accounting and/or monitoring training | | | | 64 | |
| Total Hours | | | | 713.75 | |
| Hourly Rate | | | | 41.5 | |

| | |
|---|-----------|
| 12 month contract, compensation for Activities detailed above | 29,620.63 |
| Software/supplies/phone/internet/computer usage | 1,200.00 |
| Travel | 4,479.37 |
| Training | 700.00 |

Total Budget \$36,000.00

XL SIGNATURES

Vince Gianangeli /s/

12-4-17

| | |
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| Vince Gianangeli, Director Belmont County Department of Job and Family Services <u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner | Date <u>12-6-17</u> Date |
| <u>Josh Meyer /s/</u> Josh Meyer Belmont County Commissioner | <u>12-6-17</u> Date |
| <u>Mark A. Thomas /s/</u> Mark A. Thomas Belmont County Commissioner | <u>12-6-17</u> Date |
| <u>Rebecca Safko /s/</u> Rebecca Safko, Consultant Approved as to form: | <u>12-1-17</u> Date |
| <u>David K. Liberati /s/</u> Dave Liberati Belmont County Prosecutor | <u>12-5-17</u> Date |

Upon roll call the vote was as follows:

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|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

OPEN PUBLIC FORUM-John Slavik, Fire Chief for the Cumberland Trail Fire Department, introduced Assistant Chief Mark Sommers and Operation Chief Tim Hall. He said they are exploring ways to better serve the tax payers and residents. It was brought to his attention that they do not receive any monies for calls or transports they handle at the Belmont County Jail. They met with Sheriff Lucas and his administration in August and were unable to come to a resolution on the matter-it is not in the Sheriff's budget to pay for ambulance services. Chief Slavik asked the Board if there was any potential remedy for the issue. He stated there used to be a contract from the mid 1990's for this service, but not sure when or why it ended. He asked the Board to explore other EMS agencies or other ways for the services that they are performing to be done. Mr. Thomas said he met with Chief Hall in July and that the Board is continuing to address this issue. He stated they are waiting on an opinion from the Prosecutor and will review the old contract. Mr. Thomas said, "Do we want to work something out, absolutely."

**9:30 Public Hearing-Road Improvement 1161
Re: Vacation of T-87 (Mayhugh Road), Wayne Township**

Present: Will Eddy, Engineer's Drafting Technician, Casey Crooks, Cory Barack, Ryan Burns, Jeff Roberts and James Turner, Jr. of American Energy Corporation, Kim Betcher and Ernie Ranks of Murray Energy Corporation, John Gleason and Mark Stemm from Porter Wright Morris & Arthur LLP, Attorneys for American Energy Corporation, William Davis, Wayne Township Trustee, Howard and Marilyn Perkins, Residents, Robert DeFrank, Times Leader and Kate Davison, Channel 9.

Mr. Stemm referred to ORC 5553.04 authorizing the Board of Commissioners to vacate this particular Township Road if in their opinion it will be in the interest of public convenience or public welfare. He said the 7th Appellate District identifies the factors that often go into consideration of such a petition; will any landowner be landlocked, will any landowner lose primary access to their property or be denied ingress or egress as a result of the vacation. Neither of these factors will happen. Mr. Stemm referred to legal cases that apply to support vacation of the road even if there is some alleged public use of the road. He said the road isn't really used by anyone other than a few mine employees to get to the front gate and it has a long history as being associated as a mine road when the old Allison mine was in operation. Mr. Stemm said, "It certainly isn't a vital pathway for anyone. Any claim of public convenience should be balanced against the harm to the public welfare of this county if the road is not vacated. The credibility of any claim this road is necessary to the public or emergency services or otherwise should be evaluated against the backdrop of negotiations that have gone on with the trustees over many years, particularly over the last year. It would take longer for emergency vehicles to reach their destination than if they used the faster paved roads." Mr. Stemm explained American Energy Corporation (AEC) has a vital need to expand its operations to dispose of its refuse from mining coal. The township road is right in the middle of AEC's land, it's completely surrounded by AEC's land. The vacation of this road will allow the mine to get this refuse area through the ODNR permitting process. The permit is in the pending stage and ODNR can't continue processing until the road is vacated. James Turner, Senior vice-president of Murray Energy Corporation, reviewed maps of the property. Mr. Turner discussed the importance of Century Mine to Belmont County, Wayne Township and all the employees. He said they have approximately 470 full-time employees with high paying, well benefited jobs. He said they are competing in a world market and need to keep cost as low as possible. In order to do that they have to actively dispose refuse. Nearly half of what they produce every day ends up in a refuse spot. He said the 470 employees generates nearly \$60 million of wages and benefits. \$60 - \$70 million in services, annually, are supplied by the mine. "This is an economic engine of Belmont County. This is an absolutely critical piece to the puzzle in order to allow us to have continued, long term, refuse disposal at this facility," said Mr. Turner. He noted Century Mine contributed over \$130 million to the state and local economy through wages, local suppliers, vendors and contractors. Mr. Crooks, General Manager of AEC, said issues was brought up at the road view regarding emergency services. Last year they had a fire at the mine and emergency services did use other, better roads to get to the mine. He said prior to Century Mine being located here the Y&O Allison Mine was there and they used the road for their entrance. When Allison closed down in 1982 the roads went unmaintained for a while. When Century Mine opened up in 2000 the road down to the mine was revamped and paved. He noted there is no traffic on the road. Mr. Crooks said his concern is in negotiations with the trustees regarding the abandonment of the road apparently the trustees made somebody understand the road is vital to the township. He said Jim Powell, representing AEC, is a land agent and met with the trustees at their meeting last December and they were willing to abandon the road should there be monetary gain, whether it would be installing a water line from Sandy Ridge to New Castle, building a new road that would cross Township Road 804, which is not doable. The road crossed Raven Rocks and they will not allow you to take a road across their property and the property adjacent to Raven Rocks is now a conservatory easement and they will not allow you to take a road across their property either. Mr. Crooks said they spoke to Belmont County Water Authority on the waterline extension which would be about 25,000 feet to New Castle across two hollows and Captina Creek. It involved a water tower, pump station, possible two pump stations and the Water Authority was not willing to take on the maintenance of such a water line. The third option was buying the road, but the trustees did not put a monetary amount on it and now they are against the vacation. No other petitioners were present. Steve Hill, Oil & Gas Liaison for the Commissioners, noted there is a bridge on that road and all bridges are maintained by the County Engineer. Mr. Thomas asked Bill Davis, Wayne Township Trustee, if the township maintained the road and what they do to it. He replied yes, they plow it but, it is not the first road done and they have always maintained it. Mr. Davis said they did have conversations regarding AEC buying the road and putting in a waterline. Mr. Davis said he cannot tell how much traffic is on the road other than the coal mine traffic. He has had complaints and concerns from people in the township about the road being closed, but they have never done a traffic study. He said if the road is vacated than Township Road 88, which is on the other end, will have to be used and you will have to drive 8 to 9 miles to get to it. Mrs. Perkins, who lives on 145 near TR 88, said they would not like to see the road closed. It would add extra miles for them to get around. Mr. Stemm said, regarding the bridge, the company is willing to provide fair compensation to the county for the structure if the road is vacated. He said TR 88 is in two townships and the piece that is in Wayne Township is, right now, maintained by AEC which is the main road into its gate. Mr. Crooks said TR 88 is the mine entrance road and they plow it and mow. They would have no problem taking over TR 88, but they don't know what it would involve with part of the road being in Washington Township. Mr. Eddy presented maps to the board and explained the proposed vacation pertains to TR 87 (Mayhugh Road) and was petitioned by the American Energy Corporation. Present at the viewing were Ryan Burns, Jeff Roberts, Eric Banks, Casey Crooks from American Energy Corporation, Mark Stemm from Porter Wright Morris & Arthur LLP, Commissioners Dutton and Meyer, Will Eddy, Bill Davis and Russell Winland, Wayne Township Trustees and Tom Winland, Township Garage foreman. He said Terry Lively, Belmont County Engineer, recommends not closing the road. Mr. Stemm said upon just hearing the County Engineer's recommendation, it's a surprise and it would be nice for the Engineer to have all the information before making a recommendation.

Mr. Thomas explained that Ohio Law is written that the County Engineer is in charge of the roads. The petition is filed with his office and it comes through the Commissioners' office and they need to make the decision. The Engineer makes his recommendation and the Commissioners decide whether or not to take his recommendation.

**IN THE MATTER OF THE VACATION OF
T-87 (MAYHUGH ROAD) LOCATED IN
WAYNE TWP. SEC. 09 & 03, T-6, R-3/RD IMP 1161
HEARING CONTINUED**

Motion made by Mr. Thomas, seconded by Mr. Dutton to take the matter under advisement and place on the agenda for December 14 at 10:00 a.m. (Mr. Thomas noted the County Engineer is ill today and they want him to hear both sides.)

NOTICE OF PUBLIC ROAD HEARING

CONTINUED

Revised Code Sec. 5553.05

To Krista West F.O., Wayne Township Trustees, 56965 Stumptown School Rd, Jerusalem, OH 43747, the owner(s) of property abutting road petitioned for vacation.

You are hereby notified that the Board of Commissioners has fixed **the 14th day of December 2017 at 10:00 o'clock A.M.**, at the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place for the **continued** hearing on the above stated matter.

If you have any objections, you or your agent should appear at this hearing matter.

By order of the Belmont County Commissioners.

Jayne Long /s//BZ
Clerk of the Board

Mail by certified return receipt requested.

cc: Wayne Township Trustees

Gene Wells, ODNR

Adjacent Property Owners

Upon roll call the vote was as follows:

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|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

10:00 Director Dave Ivan, Belmont County EMA

Re: Department Update

Mr. Ivan gave an update for the EMA Department for 2017. He said they were dispatched through 9-1-1 for 25 calls and they also do special details such as assisting the Highway Patrol with DUI checkpoints. LEPC conducted full scale exercises with Ascent Resources and Summit Midstream. Several table top exercises have been done at Belmont College with first responders. He said new regulations have come down regarding Nursing Home facilities and Home Health agencies. They all have to have an emergency operation plan so they are working with them and the Health Department. Mr. Ivan said they have received a LEPC grant and he has applied for the Emergency Management Performance Grant (EMPG) and the Hazard Mitigation Planning Grant. They are also working on training with various schools regarding bomb threats and active shooter training. Oil and Gas safety meetings are held quarterly with representatives from the companies, first responders and elected officials. Mr. Ivan said, "I have a 1,250 gallon potable water tank on the trailer with a 330 gallon tank. Now with oil and gas going on if we have a major water break in the county, trying to get tankers with potable water to any jurisdiction is almost impossible because most of these trucks are hauling water for oil and gas." The tanks were acquired with donations from the gas and oil companies. Mr. Ivan said they also are constantly reviewing and updating the county's Emergency Operation Plan.

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:35 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation and employment of public employees.

Upon roll call the vote was as follows:

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|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION**

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session.

Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

AS A RESULT OF EXECUTIVE SESSION-

**IN THE MATTER OF APPROVING AUTHORIZED UNPAID LEAVE
FOR COREY LYDEN, MAINTENANCE/HOUSEKEEPING EMPLOYEE**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve authorized unpaid leave for Corey Lyden, maintenance/housekeeping employee, effective 12/21/17 until 1/11/18.

Upon roll call the vote was as follows:

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|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION**

Motion made by Mr. Thomas, seconded by Mr. Myer to enter executive session pursuant to ORC 121.22(G)(2) Property Exception to consider the purchase of property for public purposes.

Upon roll call the vote was as follows:

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|------------|-----|
| Mr. Thomas | Yes |
| Mr. Meyer | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION**

December 6, 2017

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session.
Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

December 6, 2017

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 10:52 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adjourn the meeting at 10:52 a.m.
Upon roll call the vote was as follows:

| | |
|------------|-----|
| Mr. Thomas | Yes |
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |

Read, approved and signed this 14th day of December, 2017.

Mark A. Thomas /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

December 6, 2017

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