

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, 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 Mrs. Favede, seconded by Mr. Coffland 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 \$1,035,138.51

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

M62 INTAKE COORDINATOR JUVENILE COURT FUND

FROM	TO	AMOUNT
E-0400-M062-M01.000 Intake Coordinator Expenses	E-0400-M062-M03.002 Salaries/Fringes	\$100.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding Account	E-8010-S030-S57.000 Travel/Staff Development	\$1,000.00

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3701-P003-P31.000 Other Expenses	E-3701-P003-P33.007 Unemployment	\$765.00
E-3702-P005-P31.000 Other Expenses	E-3702-P005-P32.007 Unemployment	\$1,815.00

W81 DRETAC-PROSECUTORS FUND

FROM	TO	AMOUNT
E-1510-W081-P04.000 Other Expenses	E-1510-W081-P07.006 Hospitalization	\$119.34

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers between fund as follows:

GENERAL FUND TO CAPITAL PROJECTS-FACILITIES FUND/N29

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out <i>2015/Q4 Casino Revenue</i>	R-9029-N029-N04.574 Transfers In	\$205,495.92

BCSSD/VARIOUS FUNDS

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$22,466.38
E-3702-P005-P34.074 Transfers Out	R-9251-O051-O10.574 Transfers In	\$28,000.00
E-3702-P005-P34.074 Transfers Out	R-9252-O052-O10.574 Transfers In	\$7,500.00
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.574 Transfers In	\$3,000.00
E-3705-P053-P16.074 Transfers Out	R-9207-O010-O05.574 Transfers In	\$33,498.79
E-3705-P053-P16.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$8,029.42

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes
Mr. Coffland	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of February 3, 2016:

GENERAL FUND

E-0055-A004-B19.000	County Buildings	\$1,559.67
E-0061-A002-B12.000	Other Expenses	\$483.19
E-0257-A015-A15.074	Transfers-Out	\$205,495.92

2015/Q4 Casino Revenue

E-0257-A015-A15.074	Transfers-Out	\$91,529.20
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XTO Lease Payment

E10 9-1-1 FUND

E-2200-E010-E07.000	Other Expenses	\$1,902.00
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E11 9-1-1 WIRELESS FUND

E-2200-E011-E01.011	Contract Services	\$6,501.79
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H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H14.000	Belmont Co. OWIP	\$1,500.00
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K00 ENGINEERS MVGT FUND/ENGINEERS

E-2813-K000-K50.000	BWC Grant Expenses	\$40,000.00
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L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$40,200.00
E-1810-L001-L03.012	Equipment	\$5,000.00
E-1810-L001-L05.011	Contract Services	\$10,000.00
E-1810-L001-L06.000	Rental	\$11,503.33
E-1810-L001-L11.003	PERS	\$15,000.00
E-1810-L001-L13.005	Medicare	\$5,000.00

E-1810-L001-L14.000	Other Expenses	\$5,000.00
<u>W80 PROSECUTORS VICTIM ASSISTANCE FUND</u>		
E-1511-W080-P01.002	Salaries	\$2,449.74
E-1511-W080-P04.000	Other	\$1,556.31
E-1511-W080-P05.003	PERS	\$300.00
E-1511-W080-P08.005	Medicare	\$50.00
E-1511-W080-P15.000	Rent	\$519.89
E-1511-W080-P16.000	Consultant	\$500.00
<u>SHERIFF/VARIOUS</u>		
E-0131-A006-A09.000	Medical	\$765.92
E-0131-A006-A21.000	Towing	\$200.00
E-0131-A006-A23.000	Background	\$1,173.00
E-0131-A006-A24.000	E-SORN	\$400.00
E-0131-A006-A26.000	K-9	\$1,750.00
E-0131-A006-A28.000	Shop with a Cop	\$1,821.00
E-0131-A006-A32.000	Warrant Fee	\$840.00
E-1652-B016-B02.000	DUI	\$60.00
E-5100-S000-S01.010	Commissary	\$14,553.68
E-5101-S001-S06.000	CCW License	\$5,614.00
E-5101-S001-S07.012	CCW Equipment	\$6,111.00
E-9710-U010-U06.000	Reserve	\$364.70
<u>JUVENILE COURT/VARIOUS FUNDS</u>		
E-0400-M064-M05.000	Placement Costs	\$24,738.07
E-1582-S085-S08.000	Computer Expenses	\$266.00
E-1589-S096-S12.000	Other Expenses	\$1,068.50
<u>OAKVIEW JUVENILE/VARIOUS FUNDS</u>		
E-8011-S031-S02.000	Food	\$1,437.08
E-8012-S032-S00.000	Activity Fund	\$164.00
<u>BELOMAR REGIONAL COUNCIL/VARIOUS FUNDS</u>		
E-1765-P065-P10.000	LMI-HTF Grant Expenses	\$12,790.00
E-9702-T011-T01.000	Grant Expenses	\$5,200.00
E-9702-T011-T02.000	HOME Grant Expenses	\$24,575.00

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS-JANUARY-FEBRUARY, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Hospitalization Chargebacks for January and February, 2016.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	9,491.50
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	20,898.96
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	31,697.20
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	8,403.29
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	2,525.18
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,262.59
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,787.77
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	6,226.87
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	1,262.59
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	3,787.77
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	2,525.18
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	5,050.36
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	116,030.27
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	143,830.96
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	17,444.72
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,525.18
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	3,483.16
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	43,974.34
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	13,583.88
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	6,008.34
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	66,478.13
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,882.28

February 3, 2016

E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	1,262.59
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	2,525.18
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,787.77
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	21,508.18
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	0.00
	WATER DEPARTMENT		
E-3701-P003-P31.000	WWS #2 Revenue	R-9891-Y091-Y01.500	5,282.26
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	23,615.26
E-3704-P051-P15.000	SSD #1 Revenue	R-9891-Y091-Y01.500	4,332.04
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	7,226.48
E-3706-P055-P15.000	SSD #3A Revenue	R-9891-Y091-Y01.500	723.06
E-3707-P056-P15.000	SSD #3B Revenue	R-9891-Y091-Y01.500	270.06
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	12,430.15
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	1,262.60
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	2,398.94
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	505.02
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	522.44
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	1,262.58
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	1,515.10
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	2,220.59
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	1,262.58
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	1,262.58
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	2,525.18
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	0.00
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	10,100.72
	TOTALS		626,961.88

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated February 3, 2016 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:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	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.
BELOMAR REGIONAL COUNCIL/VARIOUS DEPOSITS-\$12,790.00 draw #204 deposited into R-1765-P065-P01.501 on 01/26/16
\$24,575.00 draw #206 deposited into R-9702-T011-T02.501 on 01/26/16
\$ 5,200.00 draw #205 deposited into R-9702-T011-T01.501 on 01/26/16
CASINO REVENUE Q4-2015/GENERAL FUND-\$205,495.92 deposited into R-0010-A000-A06.500 on 01/31/16
CASINO REVENUE Q4-2015/N29 FUND-\$205,495.92 transferred from the General Fund to the N29 Fund on 02/03/16
OIL & GAS RECEIPTS/GENERAL FUND-\$91,529.20 deposited into R-0050-A000-A02.500 on 02/02/16
RENT PAYMENT/VICTIM ASSISTANCE PROGRAM-\$1,559.67 Oct.-Dec. deposited into R-0050-A000-A17.500 on 01/27/16

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	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:
DJFS-Michael Schlantz to Cadiz, OH, on February 19, 2016, for a Workforce Dev. Board meeting. Estimated expenses \$12.00

February 3, 2016

SSOBC-Donna Steadman to Moundsville, WV, on February 4, 9, & 16, 2016, for a senior center outing. Daisy Braun to Wheeling, WV, on February 8, 2016 for a senior center outing. Gary Armitage, Janet Neuman, Shirley Jo Case, and Tina Burkhart to Cambridge, OH, on February 24, 2016, for a mandatory PASSPORT meeting. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

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 January 27, 2016.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING THE HIRING OF CORY CLARK FOR FULL-TIME FISCAL ADMINISTRATOR/ SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Mr. Cory Clark for the position of full-time Fiscal Administrator for Senior Services of Belmont County, effective February 8th, 2016 at the rate of \$40,000.00 annually.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF REAPPOINTMENTS TO THE OMEGA MEMBERSHIP AND OMEGA EXECUTIVE BOARD FOR 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following reappointments to the OMEGA Membership and OMEGA Executive Board for 2016:

<u>OMEGA Membership</u>	<u>OMEGA EXECUTIVE BOARD</u>
Ginny Favede, Commissioner	Ginny Favede
Matt Coffland, Commissioner	Matt Coffland-Alternate
Mark A. Thomas, Commissioner	
Larry Merry, Port Authority Director	
Sue Douglass, Exec Dir., Bel Co. CIC/DOD	

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF ENTERING INTO CONTRACT FOR HOMEMAKER AND PERSONAL CARE SERVICES/SENIOR SERVICES

Motion Mrs. Favede, seconded by Mr. Coffland to enter into contract with IC Staffing Solutions at the hourly rate of \$17.50, on behalf of Senior Services of Belmont County, for homemaker services, effective March 1, 2016 through February 28, 2017 (with option to renew), based upon the recommendation of Gary Armitage, Executive Director.

**BELMONT COUNTY COMMISSIONERS
d/b/a SENIOR SERVICES OF BELMONT COUNTY
Agreement for Purchase of the Performance of Services
Homemaker/Personal Care Services
March 1, 2016 – February 28, 2017 (with Option to renew)**

This contract ("Contract") is entered into as of the 1st day of **March, 2016**, by and between the **Belmont County, Ohio Board of County Commissioners d/b/a Senior Services of Belmont County** ("Purchaser" or "SSBOC") and **IC Staffing Solutions, LLC, d/b/a IC Care** ("Contractor"), and will adhere to applicable State of Ohio laws and rules and regulations promulgated thereunder, the policies of SSBOC, and the standards and requirements stated in this Contract.

1. PURPOSE

The purpose of this Contract is to provide homemaker and personal care services to seniors 60 years of age and older that reside in Belmont County, Ohio and are participants in SSBOC's homemaker and personal care services program ("Clients") during the period beginning March 1, 2016 through February 28, 2017, except as terminated, renewed, or extended in writing by the parties as provided in this Contract.

2. PARTIES

The parties to this Contract are as follows:

Purchaser: The Belmont County Board of County Commissioners
d/b/a Senior Services of Belmont County
101 West Main Street
St Clairsville, Ohio 43950

Contractor: IC Staffing Solutions, LLC, d/b/a IC Care
1100 Main St., # 215
Wheeling, WV 26003

3. CONTRACT PERIOD

This Contract and its terms will become effective on March 1, 2016, and expects Contractor to be ready to deliver services on and after that date (or another date mutually agreed upon by SSBOC and Contractor in extraordinary circumstances, as long as that date is after the effective date of this Contract). **No services shall be provided pursuant to this Contract prior to its execution by all parties.** On February 28, 2017, this Contract will terminate without the need for further notice, unless it is further renewed or extended in writing or the termination date is modified by the parties in writing; however, if it is renewed or extended, then it shall instead terminate without the need for further notice on the new termination date. To renew the Contract, the renewal must be signed by both the Purchaser and the Contractor sixty (60) days prior to February 28, 2017. The renewal or extension may not extend beyond February 28, 2018.

4. SCOPE OF WORK

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

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stated:

A. Contractor Responsibilities

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

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

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

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

In addition, Contractor shall provide to the Clients, on an as-needed basis in the amount determined by the SSBOC, the following services in a manner that complies with the regulations for personal care services under Ohio Administrative Code Chapter 173-3-06.5, those being tasks that help

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a Client achieve optimal functioning with activities of daily living ("ADL's) and instrumental activities of daily living ("IADL's). Examples of components of personal care service are:

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

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

The Contractor must comply with any rules and regulations for qualifications, organizational structure, supervision of staff, standards of care, etc., that apply to providers of homemaker and personal care services under Ohio Administrative Code Chapter 173-3 and in particular 173-3-06.4 and 173-3-06.5, all as amended from time to time. Furthermore, Purchaser has sought contractors that are Medicaid certified as agency providers of homemaker and personal care services. To clarify: Purchaser does not expect the Contractor to provide Medicaid services under this Contract; however, Medicaid requires that Medicaid providers meet certain qualifications that would be advantageous to Purchaser and the Clients, and Purchaser wishes to require the same qualifications under this Contract. Consequently, Contractor must continue to be Medicaid certified to provide homemaker and personal care services during the term of this Contract, in accordance with Ohio Administrative Code Sections 173-39-02 and 173-39-02.8 and 173-39-02.11.

2. Contractor agrees not to use any information or records created under this Contract for any purpose other than to fulfill the Contractual duties specified within this Contract.
3. The Contractor shall submit invoices in accordance with Article 7 of this Contract.
4. The Contractor will submit reports monthly (or as otherwise directed by

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SSBOC) detailing the services and number of hours of service provided to Clients under this Contract. Also, if Purchaser makes an electronic reporting system available to Contractor as anticipated herein, Contractor will use that electronic system to report services and hours of service accordingly.

5. Contractor is responsible for managing their own personnel, and will provide a substitute if a staff person cannot make a client appointment.
6. Contractor agrees to communicate any issues or concerns related to this Contract to Purchaser in a timely manner so they can be properly addressed. Any request for increase or decrease of service must be in writing, and will not be adjusted without written approval from SSBOC.
7. Contractor may not contract with the Clients for other services without SSBOC's permission.

B. Purchaser Responsibilities

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

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

Payments for performance of services provided pursuant to this Contract are contingent upon the continued availability of funds. It is understood and agreed that the Commissioners, whether d/b/a SSBOC or otherwise, may use levy funds for the benefit of seniors through other programs and other sources than Contractor; and nothing in this Contract shall be construed to require the Commissioners, whether d/b/a SSBOC or otherwise, to fund this Contract from the general revenue funds of Belmont County.

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

the use of the Belmont County levy funds; and/or

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the payments made by the County or SSBOC;

under this Contract are the property of Belmont County, and if the Contractor receives any such funds or if the Contractor's personnel receive any voluntary contributions from Clients or their families for homemaker or personal care services (donations), the Contractor shall immediately notify the County of that fact and pay those monies to Belmont County (or if donations, then as directed by Purchaser) at the time and in the manner directed by the Purchaser or Purchaser's designee.

6. ALLOWABLE COSTS

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

7. BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted by the Contractor weekly. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty (30) day period has expired.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements, and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform all hours of service requested by Purchaser, Purchaser will only pay for the hours of service actually delivered by Contractor.

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

Purchaser will pay seventeen dollars and fifty cents (\$17.50) per each one hour of service to a client.

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

8. DUPLICATE BILLING

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

9. AUDIT RESPONSIBILITY AND REPAYMENT

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

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units, and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. If an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this Contract, if evidence exists of less than complete compliance with the provisions of this Contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

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

10. INTELLECTUAL PROPERTIES

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

Contractor holds proprietary rights including concept, information, intellectual property, logos, creations, name, brand of business, etc.

Any asset Contractor obtains outside the scope of this Contract funding is the property of the Contractor.

11. WARRANTY

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

12. INSURANCE

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

13. NOTICE

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

14. AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance

of services under this Contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this Contract. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

15. CONFIDENTIALITY

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

16. CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

17. COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this Contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Purchaser's policy in the performance of work under this Contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees.

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

And although Contractor has represented elsewhere in this contract that it will comply with applicable law, Contractor's compliance with Ohio Revised Code Section (R.C.) 307.851 warrants specific mention, in that:

Contractor shall keep current and accurate accounts of its use of the moneys it receives from the County;

Contractor shall, at least annually, shall have an audit performed in accordance with rules adopted by the auditor of state under R.C. 117.20 of any services it has performed with County moneys. A copy of the fiscal audit report shall be provided to the Commissioners, the County Auditor, and the Auditor of State;

Contractor shall be liable to repay to the County any County moneys it receives that are improperly used;

Contractor shall repay to the Commissioners all County moneys remaining unused at the end of the fiscal year or other accounting period for which the Commissioners paid the moneys, except that, when the recipient is to receive County moneys in the next succeeding fiscal year or other accounting period following the fiscal year or other accounting period for which the Commissioners paid the moneys, the recipient need not repay the County moneys remaining unused; and

Contractor shall provide the Commissioners annually a summary of the service activities it has performed with County moneys.

18. RELATIONSHIP

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

19. ASSIGNMENTS

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

20. SUBCONTRACTS

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

21. INTEGRATION, MODIFICATION, AND AMENDMENT

This Contract incorporates the ITB that resulted in this Contract and Contractor's Response to the ITB (to the extent the Response does not conflict with the ITB). This Contract supersedes all other previous communications, representations, or writings, including other contracts, written or oral, between the parties with regard to the services to be provided under this Contract. So, for example, homemaker or personal care services delivered by Contractor during the term of a previous agreement would be governed by agreement contract; whereas, homemaker and personal care services delivered by Contractor to Clients on and after March 1, 2016 are governed by this Contract.

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

22. TERMINATION

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

23. BREACH OF CONTRACT

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

- 24. WAIVER**
Any waiver of any provision or condition of this Contract shall not be construed or deemed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition.
- 25. INDEMNIFICATION**
Contractor agrees to hold Commissioners and Purchaser harmless, both legally and financially, for any and all claims, demands, damages, losses, costs, and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct of the indemnifying party's officers, employees and agents in the performance of this Contract. Contractor is responsible for maintaining their own liability coverage. The provisions of this Article 25 are subject to the limitations of Article 5 above; and notwithstanding anything to the contrary contained in this Contract, Contractor agrees and understands that Contractor shall look solely to the levy funds authorized to be expended under this Contract for the enforcement of any judgment (or other judicial decree) or arbitration award requiring the payment of money by Commissioners or Purchaser, their officers, employees and agents, it being intended hereby that no other assets of Belmont County or Purchaser shall be subject to levy, execution, attachment or any other legal process for the enforcement or satisfaction of the remedies pursued by Contractor.
- 26. GOVERNING LAW AND FORUM**
This Contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this Contract shall be filed in the courts of Belmont County, Ohio when possible.
- 27. SEVERABILITY**
If any term or provision of this Contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
- 28. NON-DISCRIMINATION**
Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Older Americans Act of 1965; Titles VI and VII of the Civil Rights Act of 1964; Federal Fair Labor Standards Act of 1938; Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60); the Rehabilitation Act of 1973; the Americans with Disabilities Act; the Age Discrimination Act of 1975; the Age Discrimination in Employment Act; the Ohio Civil Rights Laws; the Health Insurance Portability and Accountability Act of 1996 (aka "HIPAA"); applicable state and local health, fire safety, zoning, licensing, and sanitation codes, all of the foregoing as

amended from time to time.

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

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

- 29. CHILD SUPPORT ENFORCEMENT**
Contractor agrees to cooperate with Purchaser, Ohio Department of Job and Family Services, and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this Contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.
- 30. PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**
In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Belmont County's Ohio Works First customers.
- 31. DRUG-FREE WORKPLACE**
Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this Contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 32. COPELAND "ANTI-KICKBACK" ACT**
Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

- 33. DAVIS-BACON ACT**
Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.
- 34. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**
Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.
- 35. PUBLIC RECORDS**
This Contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this Contract promptly available to the requesting party. Contractor may charge a fee for this service. That fee is set by Contractor, but must be reasonable based on a price per copy.
- 36. CLEAN AIR ACT**
Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (b)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- 37. ENERGY EFFICIENCY**
Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 38. COPYRIGHTS AND RIGHTS IN DATA**
Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133).
- 39. PATENT RIGHTS**
Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.
- 40. PROCUREMENT**
Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.
- 41. COOPERATION IN STATE AND FEDERAL PROGRAMS**
In addition to complying with applicable state and federal laws and regulations as addressed elsewhere in this Contract, Contractor will reasonably cooperate with Belmont County and SSBOC's efforts to qualify the County's homemaker and personal care

services program for participation and reimbursement under Title III of the Older Americans Act.

Signature page next follows.

SIGNATURES:


FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a SSOBC



 Ginny Favede, President,
 Belmont County Commissioners
 Date 2-3-16




 Matt Coffland,
 Belmont County Commissioner
 Date 2-3-16



 Mark A Thomas,
 Belmont County Commissioner
 Date 2-3-16

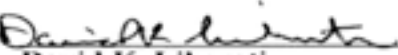


 Gary B. Armitage, Executive Director
 Senior Services of Belmont County
 Date 2/3/16

FOR IC STAFFING SOLUTIONS, LLC D/B/A IC CARE


 Date 1/27/16

APPROVED AS TO FORM



 David K. Liberati
 Assist. Belmont County Prosecutor
 Date 2-3-16

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR MID ATLANTIC STORAGE SYSTEMS, INC./SANITARY SEWER WATER TREATMENT PLANT-FINISHED WATER STORAGE TANK

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #1 for Mid Atlantic Storage Systems, Inc. in the amount of \$13,117.50, for the Belmont County Sanitary Sewer Water Treatment Plant-Finished Water Storage Tank, based upon the recommendation of Jeff Vaughn, Vaughn, Coast & Vaughn. This is for additional culvert pipe, catch basin and fill on new access road and will be paid out of N-82 Well Upgrades.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING CHANGE ORDER #3 FOR JAMES WHITE CONSTRUCTION CO./OHIO VALLEY MALL FORCE MAIN PROJECTS

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve Change Order #3 for the James White Construction Co. in the amount of \$34,200.00, for the Ohio Valley Mall Force Main Project, based upon the recommendation of Kelly Porter, BCSSD Director. This is for additional work to replace piping in the Ohio Valley Mall lift station and will be paid out of the N-80 fund.

Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN CHANGE ORDER #3 FROM COLAIANNI CONSTRUCTION, INC./FLUSHING SENIOR CENTER

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign Change Order #3 from Colaianni Construction, Inc., in the amount of \$35,823.00 for all labor, material and equipment necessary to remove and replace the existing roof and downspouts on the Flushing Senior Center, Project #15-858; revised project cost \$213,265.17.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION PRESIDENT TO SIGN THE CONTRIBUTION-IN-AID-

February 3, 2016

**OF CONSTRUCTION AGREEMENT WITH OHIO POWER COMPANY/
SSOBC COMMUNITY BUILDING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the Contribution-In-Aid-Of-Construction Agreement Number DWMS00000325836 with Ohio Power Company for the installation of basic electrical service to the new Senior Services of Belmont County – Community Building. (NOTE: The \$10,914.34 connection fee will be paid by the Project Contractor, VendRick Construction, Inc., per their contract with the Board.)

Upon roll call the vote was as follows:

_____	Mr. Thomas	_____	Yes
_____	Mr. Coffland	_____	Yes
_____	Mrs. Favede	_____	Yes

Motion rescinded February 17, 2016

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE
FROM DDP AND ASSOCIATES/SSOBC-COMMUNITY BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve payment of the invoice dated February 2, 2016, from DDP and Associates in the amount of \$1,443.25 (\$1,350.00 for Construction Administration Services and \$93.45 for reimbursables) for the Senior Services of Belmont County – Community Building, Project #14-019.

Upon roll call the vote was as follows:

_____	Mrs. Favede	_____	Yes
_____	Mr. Coffland	_____	Yes
_____	Mr. Thomas	_____	Yes

**9:30 Kelly Porter, Director, Belmont County Sanitary Sewer District
Re: Proposed Sanitary Sewer Rate increases**

Present: Kelly Porter, Director and Mark Esposito, Project Consultant. Mr. Porter explained that the small rate increase for District #1 and #2 is due to I & I system issues and a rate increase from East Ohio Regional Wastewater Authority (EORWA). EORWA will have a 3 to 5 percent increase again next year. All of sanitary sewer material collected in District #1 and #2 flows via gravity to the Boydsville lift station, which is owned by EORWA. “They have just recently completed a new lift station, so they have incurred debts, so that’s the biggest reason for the increase on their side. Our side is that, plus we have some operating issues to resolve,” said Mr. Porter. Mr. Thomas noted there is a partnership between the county and EORWA. They (EORWA) are treating the sewage in those two districts so there is a domino effect when another entity makes necessary upgrades. “Our residents that use the system have to remember that when they turn on their water and/or flush their commode, there is a charge that comes with that. It is ever increasing and we have to keep up and maintain our costs also,” said Mr. Thomas.

**IN THE MATTER OF APPROVING AN INCREASE
TO SEWER RATES FOR RESIDENTIAL
AND COMMERCIAL CUSTOMERS WITHIN SSD#1 AND SSD#2
WITH THE BELMONT CO. SANITARY SEWER DISTRICT**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the following rate increases for residential and commercial customers within SSD #1 and SSD #2 (Ohio Valley Mall, Ohio Valley Plaza & east of Mall area) as presented by the Belmont County Sanitary Sewer District effective March 2016:

Note: This is only for sanitary sewer going to EORWA Boydsville Pump Station, due to rising treatment costs.

CURRENT RATES

SSD #1			SSD #2		
\$18.00 Minimum			\$15.80 Minimum		
First	3,000 gallons	\$6.00/1,000	First	3,000 gallons	\$5.266/1,000
Next	7,000 gallons	\$5.75/1,000	Next	7,000 gallons	\$4.666/1,000
Over	10,000 gallons	\$5.50/1,000	Next	20,000 gallons	\$4.416/1,000
			Over	30,000 gallons	\$4.166/1,000

NEW RATES

SSD #1			SSD #2		
\$19.50 Minimum			\$19.50 Minimum		
First	3,000 gallons	\$6.50/1,000	First	3,000 gallons	\$6.50/1,000
Over	3,000 gallons	\$6.25/1,000	Over	3,000 gallons	\$6.25/1,000

Upon roll call the vote was as follows:

_____	Mrs. Favede	_____	Yes
_____	Mr. Coffland	_____	Yes
_____	Mr. Thomas	_____	Yes

**IN THE MATTER OF BID OPENING FOR THE
ENGINEERS PROJECT 16-1 BEL-VAR PAVEMENT MARKINGS**

This being the day and 9:45 a.m. being the hour that bids was to be on file in the Commissioners’ Office for the Engineers Project 16-1 BEL-VAR PAVEMENT MARKINGS PHASE 2, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Aero-Mark, Inc. 10423 Danner Drive Streetsboro, Ohio 44241	X	\$147,776.00
Oglesby Construction, Inc. 1600 Toledo Road Norwalk, Ohio 44857	X	\$153,692.60

Engineer’s estimate: \$159,064.00

Present for the bid opening was Terry Lively, Deputy Engineer.

Motion made by Mrs. Favede, seconded by Mr. Coffland, to turn over all bids received for the Engineers Project 16-1 BEL VAR Pavement Markings Phase 2 to Fred Bennett, County Engineer, for review and recommendation.

Upon roll call the vote was as follows:

_____	Mrs. Favede	_____	Yes
_____	Mr. Coffland	_____	Yes
_____	Mr. Thomas	_____	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:15 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Thomas to enter executive session with Mark Lucas, Attorney, pursuant to ORC 121.22(G)(4) Collective Bargaining Exception.

Note: Dana Meager, HR Administrator and Gary Armitage, SSOBC Executive Director, also joined executive session.

Upon roll call the vote was as follows:

February 3, 2016

Mrs. Favede	Yes
Mr. Thomas	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:10 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to exit executive session at 11:10 a.m.
Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	Absent

Note: Commissioner Favede was present for executive session, but stepped out just prior to adjournment.

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Attorney David Kessler pursuant to ORC 121.22(G)(3) Court Action Exception.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	Absent

Note: Commissioner Favede was present and participated in executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:19 P.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 12:19 p.m.
Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Absent

Note: Commissioner Thomas was present for executive session, but stepped out prior to adjournment.

AS A RESULT OF EXECUTIVE SESSION – NO ACTION TAKEN

February 3, 2016

Reconvened Friday, February 5, 2016. Commissioners Favede and Coffland present. Commissioner Thomas was absent.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adjourn the meeting.
Upon roll call the vote was as follows:

Mrs. Favede	Yes
Mr. Coffland	Yes
Mr. Thomas	Absent

Read, approved and signed this 10th day of February, 2016.

Ginny Favede /s/_____

Matt Coffland /s/_____ COUNTY COMMISSIONERS

Mark A. Thomas /s/_____

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.

Ginny Favede /s/_____ PRESIDENT

Jayne Long /s/_____ CLERK