

St. Clairsville, Ohio

June 18, 2014

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 ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

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

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-Belmont Co. Port Authority	2014 Allocations/General Fund	75,000.00
A-Belmont Harrison Juvenile District	2 nd Half 2014 Allocation/General Fund	236,500.00
A-Courtview Justice Solutions	Support services/General Fund	5,734.25
A-Crystal Springs	Water-Recorder/General Fund	62.02
A-FedEx	Transportation charges-Recorder/General Fund	31.15
A-Kristi Lipscomb	Transcript Fee-Fuller Case/Drug Court Works Program/General Fund	19,566.00
A-Redwood Toxicology	Drug testing/General Fund	541.80
A-Speedway SuperAmerica	Gasoline-Adult Probation/General Fund	135.05
D-Lindsay Concrete	Box culvert/Road and Bridges Fund	13,149.29
K-Ohio-West Virginia Excavating Co.	Sand Hill Bridge Replacement/Engineer MVGT Fund	33,759.18
K-Poggemeyer Design Group	Barton Blaine Rd Bridge/Engineer MVGT Fund	637.28
O-Ohio Treasurer-Josh Mandel	Principal/Neffs Bond Retirement Fund	10,519.87
O-Ohio Water Dev. Authority	Principal/Mt. Victory Bond Retirement Fund	2,774.88
P-Cintas Corp.	Supplies/BCSSD Funds	16.12
P-Daniel Farmer	Reimburse travel expenses/BCSSD Funds	9.27
P-EORWA	Sewage disposal/BCSSD Funds	61,715.91
P-Municipal Utilities	Purchased water/WWS#3 Revenue Fund	293.76
P-Postmaster	Supplies/BCSSD Funds	980.00
P-Unifirst Corporation	Supplies/BCSSD Funds	175.50
P-W.W. System #3	Purchased Water/W.W. System #2 Revenue Fund	130,125.66
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	997.50
S-Comcast	Internet-Clerk of Courts/Clerk of Courts Computer Fund	167.00
S-Crossroads Counseling	Court ordered counseling/Indigent Drivers Alcohol Fund	1,010.62
S-Crossroads Counseling	Smart Ohio June invoice for services/Smart Ohio Pilot Grant Fund	409.80
S-McGhee & Co.	Supplies/Northern Ct. General Special Projects Fund	130.79
S-MOS	Replaced fuser in printer/Northern Ct. General Special Projects Fund	362.50
S-PNC Bank	Bill/District Detention Home Fund	1,446.48
S-Sam's Club	Kitchen food & supplies/District Detention Home Fund	3,594.
S-TSG	Data backup & vaulting/Eastern Div. Court Computer Fund	60.26
S-TSG	Data backup & vaulting/Northern Div. Court Computer Fund	219.92
W-ERB Electric	Relocate & install of Electrical outlets & receptacles/DRETAC Treas. Fd	1,188.01
W-Lexis Nexis	Monthly charges/Law Library Fund	7,298.00
W-Matthew Bender & Co.	Books/Law Library Fund	635.74
W-Pamela S. Bowman	Reimburse travel expenses/Prosecutor's Victim Program Fund	22.86

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for June 18, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$28,594.8; \$39,847.84
A-GENERAL/CHEST CLINIC	\$72.70
A-GENERAL/JUVENILE COURT	\$642.66; \$89.00
A-GENERAL/PROBATE COURT	\$34.56
A-GENERAL/SHERIFF	\$10,071.03
A-GENERAL/911	\$2,706.56
B-Enforcement Education Fund	\$90.00
B-Dog Kennel	\$3,359.48
E-911	\$1,022.65; \$1,217.18
G-Convention and Visitors Bureau	\$24,167.00
H-Job & Family, CSEA	\$91.40
H-Job & Family, Public Assistance	\$3,979.57; \$8,564.00; \$52.00; \$4,181.50; \$2,002.30; \$1,170.12; \$10,173.38; \$3,800.00
H-Job & Family, WIA	\$21,871.00; \$2,487.64; \$5,500.63
K-Engineer MVGT	\$1,132.48; \$139.11; \$27,866.22
M-Juvenile Ct. – Care & Custody	\$700.00
M-Juvenile Ct. Intake Coordinator	\$1,176.30
M-Juvenile Ct. Drug Court Donations	\$590.00
M-Juvenile Ct. – Placement II	\$20,198.38
N-Capital Projects-Facilities	\$7,516.00
P-Sanitary Sewer District	\$1,691.16; \$423.53; \$2,403.36; \$1,119.80; \$447.51
S-Certificate of Title Admn Fund	\$1,109.89
S-District Detention Home	\$1,853.16
S-Job & Family, Children Services	\$68,185.57; \$4,375.24
S-Oakview Juvenile Residential Center	\$4,813.90
S-Probate Court Computer Fund	\$161.57

S-Senior Services	\$28,918.87
S-Sheriff CCW	\$3,958.00
S-Sheriff Commissary	\$2,042.77
U-Sheriff's Reserve Account	\$25.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0111-A001-E11.000 Other Expenses	E-0111-A001-E04.010 Supplies	\$3,000.00
E-0121-A006-B02.002 Recorder/Salaries-Emp.	E-0051-A001-A02.002 Comms/Salaries-Emp.	\$1,200.00

BCSSD/VARIOUS

FROM	TO	AMOUNT
E-3701-P003-P18.010 Supplies	E-3701-P003-P19.012 Equipment	\$1,000.00
E-3702-P005-P18.010 Supplies	E-3702-P005-P19.012 Equipment	\$1,000.00
E-3704-P051-P02.010 Supplies	E-3704-P051-P03.012 Equipment	\$1,000.00
E-3704-P053-P14.004 Workers Comp	E-3704-P053-P03.012 Equipment	\$1,000.00
E-3706-P055-P05.000 Materials	E-3706-P055-P07.011 Contract Services	\$1,000.00
E-3707-P056-P02.010 Supplies	E-3707-P056-P03.012 Equipment	\$500.00

H08 WIA AREA 16 FUND/BCDJFS

FROM	TO	AMOUNT
E-2610-H008-H010.000 Belmont Co. OH Neg-27	E-2610-H008-H01.000 Belmont Co. DJFS-WIA	\$23,600.00
E-2610-H008-H011.000 Carroll Co. OH Neg-27	E-2610-H008-H02.000 Carroll Co. DJFS-WIA	\$9,464.00
E-2610-H008-H012.000 Harrison Co. OH Neg-27	E-2610-H008-H03.000 Harrison Co. DJFS-WIA	\$6,472.00
E-2610-H008-H013.000 Jefferson Co. OH Neg-27	E-2610-H008-H04.000 Jefferson Co. DJFS-WIA	\$33,374.53

S33 BELMONT HARRISON JUVENILE

DISTRICT/DISTRICT DETENTION HOME FUND

FROM	TO	AMOUNT
E-0910-S033-S65.011 Contract Services	E-0910-S033-S67.000 Travel & Training	\$15,000.00

S79 CERTIFICATE OF TITLE ADMINISTRATION FUND/

BELMONT COUNTYCLERK OF COURTS

FROM	TO	AMOUNT
E-6010-S079-S10.074 Transfers Out	E-6010-S079-S03.010 Supplies	\$5,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/

HOLDING ACCOUNT CHARGEBACK FOR MAY, 2014

Motion made by Mrs. Favede seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of May, 2014

Gross Wages P/E 05/03/14 to 05/31/14

GENERAL FUND

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,946.58
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	590.06
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	674.73
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,088.21
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,768.33
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	7,021.48
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,364.03
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,040.40
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,627.33
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,270.38
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	6,915.01
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,962.49
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,891.39
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,597.00
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	9,470.66
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,295.38
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	7,610.78
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	9,462.78
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,288.46
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,205.58
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,426.98
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,854.95
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	4,544.55
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	<u>621.36</u>
			112,570.90
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	946.38
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	6,597.52
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F03.002	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
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	1,431.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	544.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	674.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	675.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	63,253.97
WINDSTORM -HUMAN SERV	E-2600-H005-H12.000	R-9895-Y095-Y01.500	1,455.14
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	11,412.69
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	5,111.99
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,091.08
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	18,814.80
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	6,212.64
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,234.45
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	504.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,731.92
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	1,299.76
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,634.67
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,168.55
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,424.72
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	13,450.24
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	950.68
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,915.07
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	331.86
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	53.08
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	174.69
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,050.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	9,515.03
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,220.73
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,295.07
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	589.63
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	36,924.13
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	21,636.20
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,123.47
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	4,528.29
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	403.20
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	250.80
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	188.10
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	991.42
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	256.14
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,159.00
IAP	E-2223-T077-T01.002	R-9895-Y095-Y01.500	
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	308.70
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	722.10
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	907.92
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
		TOTAL	361,734.73

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 June 18, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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 and Jon Purtiman to travel to Wheeling, WV, on June 19, 2014, to attend and review truck driving program at All State CDL School. Estimated expenses: \$24.00

SENIOR SERVICES – Shirley Jo Case and seniors to travel to Zanesville, OH, on July 28, 2014, for a senior center outing. A county vehicle will be used.

Upon roll call the vote was as follows:

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

Reminder-The Belmont County Auction will be held at 9:00 a.m. Saturday, June 28, 2014, at the Perkins Swine Building on the Belmont County Fairgrounds, 45420 Roscoe Rd., St. Clairsville.

IN THE MATTER OF AUTHORIZING THE CLERK TO ESTABLISH THE DATE AND TIME AND GIVE NOTICE OF PUBLIC HEARING ON THE BELMONT CO. BUDGET FOR FY ENDING DECEMBER 31, 2015

Motion made by Mr. Thomas, seconded by Mr. Coffland to authorize the Clerk of the Board to establish the date and time and give Notice of Public Hearing on the Belmont County Budget for fiscal year ending December 31, 2015 pursuant to O.R.C. 5705.28.

Note: The Budget Hearing will be July 9 at 9:30 a.m.

NOTICE OF PUBLIC HEARING ON THE BELMONT COUNTY BUDGET

Notice is hereby given that on the 9th day of July, 2014 at 9:30 o'clock A.M., a public hearing will be held on the Budget prepared by the County Commissioners of Belmont County, Ohio for the next succeeding fiscal year ending December 31, 2015.

Such hearing will be held at the office of the **Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.**

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

ADVERTISE TIMES LEADER, JUNE 22, 2014 (ONE SUNDAY)

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A RENEWAL OF VENDOR AGREEMENTS ON BEHALF OF BCDJFS FOR PROVIDING GASOLINE TO TITLE XIX ELIGIBLE PERSONS

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a renewal of Vendor Agreements on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX eligible persons who have medical appointments outside the local area, effective July 1, 2014 through June 30, 2015 as follows:

<u>VENDOR</u>	<u>MAXIMUM BILLABLE AMOUNT</u>
• Bellaire BP dba D & D Fast Foods	\$15,000.00
• Hissom's Car Care	\$12,000.00
• Smith's Sunoco	\$17,000.00
• Zeake's Sunoco and Carryout and Sunshop Exxon and Carryout	\$15,000.00

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES VENDOR AGREEMENT

This agreement to provide gasoline, etc. is made and entered into this 11th day of June, 2014 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Bellaire BP dba D & D Fast Foods, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2014 through June 30, 2015 inclusive unless otherwise terminated.

GENERAL REGULATIONS

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

- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

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

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

This agreement signed on the 18th day of June, 2014.

Signature Vince Gianangeli /s/
Dept. of Job and Family Services

Signature Glen Dickerson /s/
Provider Signature

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

Date 6-18-14

Date 6-24-14

Signature Matt Coffland /s/

Date 6-18-14

Signature Mark A. Thomas /s/

Date 6-18-14

Signature Ginny Favede /s/

Date 6-18-14

Belmont County Commissioners

Approved as to for David K. Liberati /s/

Date 6-18-14

Prosecutor (Assistant)

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

This agreement to provide gasoline, etc. is made and entered into this 11th day of June, 2014 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissom's Car Care, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2014 through June 30, 2015 inclusive unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$ 12,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 11th day of June, 2014.

Signature Vince Gianangeli /s/ Signature David Hissom /s/
Dept. of Job and Family Services Provider Signature

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

Date 6-11-14

Signature Matt Coffland /s/

Signature Mark A. Thomas /s/

Signature Ginny Favede /s/

Belmont County Commissioners

Approved as to for David K. Liberati /s/
Prosecutor (Assistant)

Date 6-20-14

Date 6-18-14

Date 6-18-14

Date 6-18-14

Date 6-18-14

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

This agreement to provide gasoline, etc. is made and entered into this 11th day of June, 2014 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Smith's Sunoco, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2014 through June 30, 2015 inclusive unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

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

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

This agreement signed on the 11th day of June, 2014.

Signature Vince Gianangeli /s/ Signature C. Baker /s/
Dept. of Job and Family Services Provider Signature

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

Date 6-11-14

Signature Matt Coffland /s/

Signature Mark A. Thomas /s/

Signature Ginny Favede /s/

Belmont County Commissioners

Approved as to for David K. Liberati /s/
Prosecutor (Assistant)

Date 6-24-14

Date 6-18-14

Date 6-18-14

Date 6-18-14

Date 6-18-14

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

This agreement to provide gasoline, etc. is made and entered into this 11th day of June, 2014 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Zeakes' Sunoco and Carryout, and Sun Shop Exxon and Carryout, both the same owner and provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2014 through June 30, 2015 inclusive unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

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

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

This agreement signed on the 18th day of June, 2014.

Signature Vince Gianangeli /s/ Signature Anthony Zeakes /s/
 Dept. of Job and Family Services Provider Signature

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

Date 6-18-14 Date 6-25-14
 Signature Matt Coffland /s/ Date 6-18-14
 Signature Mark A. Thomas /s/ Date 6-18-14
 Signature Ginny Favede /s/ Date 6-18-14

Belmont County Commissioners
 Approved as to for David K. Liberati /s/ Date 6-18-14
 Prosecutor (Assistant)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE
MODIFICATION TO THE WIA YOUTH SERVICES
CONTRACT FOR PROGRAM YEAR 2013 (7/1/13-6/30/14)**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Modification to the Workforce Investment Act (WIA) Youth Services Contract for Program Year 2013 (7/1/13-6/30/14) between Belmont County Department of Job & Family Services and Community Action Commission of Belmont County to increase the original contract funding level from \$65,000 to a maximum of \$67,800 retroactive to May 1, 2014.

**Modification to the Workforce Investment Act (WIA) Youth Services Contract
for Program Year 2013 (7/1/13 – 6/30/14)**

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

Contractor: Community Action Commission of Belmont County
 153 ½ West Main Street
 St. Clairsville, Ohio 43950

This contract modification is retroactive to May 1, 2014 and ends June 30, 2014. The purpose of this modification is two-fold: Purpose (1) To increase the funding level of this contract to cover the work experience costs of two out-of-school WIA youth currently enrolled in work experience activities which will allow them to complete their hours. This funding increase may not exceed \$815.00. Purpose (2) To waive the enrollment deadline of April 1, 2014 for in-school youth to be enrolled in work experience. This is necessary to provide additional work experience to one or two in-school Teen Leadership WIA youth who are not eligible for the TANF Summer Youth Employment Program. This funding increase may not exceed \$1,985.00. The total funding increase for Purpose (1) and Purpose (2) for this modification may not exceed \$2,800.00. This contract modification increases the original contract funding level from \$65,000.00 to a maximum of \$67,800.00. All original terms and conditions of this contract remain in effect.

Signatures

<u>Vince Gianangeli /s/</u>	<u>6-11-14</u>
Vince Gianangeli, Director & CFO	Date
Belmont County Department of Job and Family Services	
<u>Matt Coffland /s/</u>	<u>6-18-14</u>
Matt Coffland, Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>6-18-14</u>
Ginny Favede, Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>6-18-14</u>
Mark A. Thomas, Belmont County Commissioner	Date
<u>Gary F. Obloy /s/</u>	<u>6/23/14</u>
Gary Obloy, Director	Date
Community Action Commission of Belmont County	
<u>David K. Liberati /s/ Assistant</u>	<u>6-10-14</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF PUBLIC ROAD PETITION FOR THE VACATION OF A PORTION OF HIGH VIEW STREET IN HOMELAND MANOR, PEASE TOWNSHIP/RD IMP #1123

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the following Public Road Petition for the vacation of a portion of High View Street in Homeland Manor recorded in Cabinet A Slide 136 and located in Pease Township Section 6, T-6, R-3, Belmont County, Ohio and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as **Road Improvement #1123** in accordance with Ohio Revised Code Section 5553.04.

PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04

Belmont County, Ohio

June 18, 2014
IMP # 1123

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

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of a portion of High View Street in Homeland Manor recorded in Cabinet A Slide 136 and located in Pease Township Section 6, T-6, R-3, Belmont County Ohio a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

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

Being that portion of High View Street north of lots 222, and 223. The proposed vacation area is a 40 foot right of way.

PUBLIC ROAD PETITION

NAME	TAX MAILING ADDRESS (PLEASE PRINT)
Rodney Wilson /s/	70005 Broad Rd
Rodney Wilson	Bpt Ohio 43912
Aimee Tickerhoof /s/	70042 Broad Rd
Aimee Tickerhoof	Bridgeport, Oh 43912
Josh Tickerhoof /s/	70042 Broad Rd
Josh Tickerhoof	Bridgeport, Oh 43912
Christina Wilson /s/	70005 Broad Rd
Christina Wilson	Bridgeport, Oh 43912
Kayla Heller /s/	70039 Broad Rd
Kayla Heller	Bpt, OH 43912
Darren Heller /s/	70039 Broad Rd
Darren Heller	Bpt, OH 43912
Michael C Bianconi /s/	6 Poplar Street Brookside
Michael C Bianconi	Bridgeport, OHIO 43912
Roger L Weaver /s/	57245 W. Lawn Ave
Roger L Weaver	Martins Ferry, Oh 43935
Dayle F Conaway /s/	70220 Sunset Heights
Dayle F Conaway	Bridgeport, Ohio 43912
Rhonda S Conaway /s/	70220 Sunset Heights
Rhonda S Conaway	Bridgeport, Ohio 43912
Ernest B Hatcher /s/	70070 May Lane
Ernest B Hatcher	Bridgeport, OH 43912
Debra A Hatcher /s/	70070 May Lane
Debra A Hatcher	Bridgeport, OH 43912

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
A PORTION OF HIGH VIEW STREET
IN HOMELAND MANOR
PEASE TOWNSHIP, SEC. 6, T-6, R-3/RD IMP 1123**

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

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1123**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 18th day of June, 2014 at the office of the Commissioners with the following members present:

- Mrs. Favede
- Mr. Coffland
- Mr. Thomas

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a portion of High View Street in Homeland Manor recorded in Cabinet A Slide 136 and located in Pease Township Section 6, T-6, R-3, Belmont County, Ohio.

RESOLVED, That the 95th day of July, 2014 at 2:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 6th day of August, 2014, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

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

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

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

Adopted June 18, 2014

Jayne Long /s/
Clerk, Belmont County, Ohio

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

ROAD IMP. # 1123

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of High View Street in Homeland Manor recorded in Cabinet A Slide 136 and located in Pease Township Section 6, T-6, R-3, Belmont County Ohio, a public road, the general route and termini of which Road are as follows:

Being that portion of High View Street north of lots 222 and 223. The proposed vacation area is a 40 foot right of way.

Said Board of County Commissioners has fixed the 9th day of July, 2014, at 2:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed temporary closing site, and has also fixed the 6th day of August, 2014, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed temporary road closing.

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

ADV. TIMES LEADER (2) Tuesdays – June 24, 2014 and July 1, 2014

**IN THE MATTER OF PUBLIC ROAD PETITION FOR THE
VACATION OF A PORTION OF WASHINGTON TOWNSHIP ROAD T-122**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the following Public Road Petition for the vacation of a portion of Washington Township Road T-122 located in Washington Township Section 8, T-5, R-4, Belmont County, Ohio and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as **Road Improvement #1124** in accordance with Ohio Revised Code Section 5553.04.

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

Belmont County, Ohio

June 18, 2014
Imp# 1124

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

The undersigned petitioners, freeholders of said County residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of a portion of Washington Township Road T-122 a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

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

Beginning at the intersection of T-122 and Belmont County Road 5 and terminating at the intersection of T-122 and T-106 located in Washington Township Section 8, T-5, R-4.

PUBLIC ROAD PETITION

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
Randy Boan /s/	48485 E. Captina Hwy.
Randy Boan	Jacobsburg, Ohio 43933
Nancy Boan /s/	48485 E. Captina Hwy.
Nancy Boan	Jacobsburg, OH 43933
Sandra Moretz /s/	3985 Summit Gate Dr.

Sandra Moretz	Suwanee, GA 30024
Scott Moretz /s/	3985 Summit Gate Dr.
Scott Moretz	Suwanee, GA 30024
Patrick J. Carlin Jr./s/	52278 Township Road 838
Patrick J. Carlin Jr.	Jerusalem, Ohio 43747
Randy D. Caldwell /s/	54705 Clover Ridge
Randy D. Caldwell	Powhatan Pt. Ohio 43942
Lori L. Caldwell /s/	54705 Clover Rdg. Rd.
Lori L. Caldwell	Powhatan Pt., OH 43942
Patricia J. Marcum /s/	47715 State Route 556
Patricia J. Marcum	Beallsville, Ohio 43716
Clifford Marcum Jr. /s/	47715 State Route 556
Clifford Marcum Jr.	Beallsville, Ohio 43716
Henry Maione /s/	1241 Glecoe Rd. S.W
Henry Maione	Dellroy, OHIO 44620
Jennifer St. George /s/	1241 Glecoe RD. S.W
Jennifer St. George	Dellroy, OHIO 44620
Robert Fraley /s/	47676 Township Rd. 200
Robert Fraley	Beallsville, Oh 43716
Nora Fraley /s/	47676 Township Rd. 200
Nora Fraley	Beallsville, OHIO 43716
Margaret Skidmore /s/	54839 Clover Ridge RD
Margaret Skidmore	Powhatan PT. OH. 43942
Bobby Jo Baumberger /s/	53823 Clover Ridge Rd.
Bobby Jo Baumberger	Beallsville, Ohio 43716
Larry Baumberger /s/	53823 Clover Ridge Rd.
Larry Baumberger	Beallsville, Ohio 43716
Christ J. Lucido /s/	53659 Clover Ridge Road
Christ J. Lucido	Beallsville, Ohio 43716

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
A PORTION OF WASHINGTON TOWNSHIP
ROAD T-122
WASHINGTON TOWNSHIP, SEC. 8, T-5, R-4/RD IMP 1124**

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

Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
**Rev. Code, Sec. 5553.05
RD. IMP. 1124**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 18th day of June, 2014 at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a portion of Washington Township Road T-122 located in Washington Township Section 8, T-5, R-4, Belmont County, Ohio.

RESOLVED, That the 9th day of July, 2014 at 12:15 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 6th day of August, 2014, at 9:45 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

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

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

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

Adopted June 18, 2014

Jayne Long /s/
Clerk, Belmont County, Ohio

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

ROAD IMP. # 1124

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of Washington Township Road T-122, a public road, the general route and termini of which Road are as follows:

Beginning at the intersection of T-122 and Belmont County Road 5 and terminating at the intersection of T-122 and T-106 located in Washington Township Section 8, T-5, R-4

Said Board of County Commissioners has fixed the 9th day of July, 2014, at 12:15 o'clock P.M., as the date when and the site as the place where said Board will view the proposed temporary closing site, and has also fixed the 6th day of August 2014, at 9:45 o'clock

A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed temporary road closing.

By Order of the Board of County Commissioners,

Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk

ADV. TIMES LEADER (2) Tuesdays – June 24, 2014 and July 1, 2014

**IN THE MATTER OF A RESOLUTION AUTHORIZING THE FILING OF THE FY 2014 CDBG
COMMUNITY DEVELOPMENT ALLOCATION AND CRITICAL
INFRASTRUCTURE PROGRAM APPLICATIONS TO THE STATE OF OHIO–
OFFICE OF COMMUNITY DEVELOPMENT**

**A RESOLUTION AUTHORIZING THE FILING OF THE FY 2014 CDBG
COMMUNITY DEVELOPMENT ALLOCATION AND CRITICAL
INFRASTRUCTURE PROGRAM APPLICATIONS TO THE STATE OF OHIO–
OFFICE OF COMMUNITY DEVELOPMENT**

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

RESOLUTION

WHEREAS, the Ohio Office of Community Development has made available Community Development Block Grant (CDBG) Community Development Allocation and Critical Infrastructure funds for projects benefiting Low- and moderate- income persons and;
WHEREAS, the Belmont County Commissioners have eligible community development and infrastructure projects in need of funding;
NOW THEREFORE BE IT RESOLVED; that Commission President Matt Coffland be authorized to apply for CDBG Community Development Allocation and Critical Infrastructure funds from the Ohio Office of Community Development to undertake various community development and infrastructure projects in the Villages of Bellaire, Bethesda, Bridgeport, Flushing and Powhatan Point.
Adopted this 18th day of June, 2014.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Matt Coffland, President

Mark A. Thomas /s/

Mark A. Thomas, Vice-President

Ginny Favede /s/

Ginny Favede

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A PROFESSIONAL
SERVICES AGREEMENT WITH WESTERN RESERVE LAND
CONSERVANCY DBA THRIVING COMMUNITIES INSTITUTE/
BELMONT CO. LAND REUTILIZATION CORPORATION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Professional Services Agreement with Western Reserve Land Conservancy, dba Thriving Communities Institute, effective June 18, 2014 through June 17, 2015 in the amount of \$15,000 for technical assistance and support to assist in organizing and operating the Belmont County Land Reutilization Corporation.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into on June __, 2014 between the Belmont County Board of County Commissioners ("BOCC") and Western Reserve Land Conservancy, doing business as Thriving Communities Institute ("Consultant") of 3850 Chagrin River Road, Moreland Hills, OH 44022.

ARTICLE 1. TIME OF PERFORMANCE

This Agreement will be effective from June 18, 2014 through June 17, 2015 inclusive, unless otherwise terminated or extended by formal amendment.

ARTICLE 2. SCOPE OF SERVICE

Subject to the terms and conditions set forth in this Agreement, Consultant will provide technical assistance and support to assist the BOCC in organizing and operating the Belmont County Land Reutilization Corporation ("BCLRC") as authorized under ORC 5722 and 1724, and to perform such scope of service as detailed in Attachment A attached hereto (the "Services"). The following additional terms also apply:

2. 1. Any documents, including estimates, specifications, field notes, and all other data prepared by Consultant under this Agreement shall become the property of the BCLRC. Consultant may retain a copy of such work product.
2. 2. Services provided by Consultant under this Agreement shall be performed in a manner consistent with the degree of care and skill exercised by members of the same profession currently practicing under similar circumstances.
2. 3. Consultant shall furnish its own support staff necessary for the satisfactory performance of the Services.
2. 4. BCLRC will be responsible for providing relevant information pertaining to this project as reasonably requested by Consultant and for complying with the terms of payment identified in Article 3 below.

ARTICLE 3. BILLING AND PAYMENT

3. 1. Rates of Payment: BOCC agrees to compensate Consultant upon the following schedule, subject to the satisfactory completion of the following stages of work:
 - A. Initiation of the Services upon signing of agreement – \$5,000
 - B. Completion of Phase One Services and initiation of Phase Two Services - \$5,000
 - C. Conclusion of Phase Two Services and initiation of Phase Three Services - \$5,000
3. 2. Billing and Payment: Consultant will submit to BOCC invoices within 10 days following the activities set forth in Article 3.1 above. County will make payment within 30 days after receipt of each invoice, for each invoice received in accordance with the terms of this Agreement. BOCC will only pay for those Services authorized under this Agreement.
 - A. Unless expressly provided for elsewhere in this Agreement, Consultant shall be responsible for and assume all travel, office and business expenses that are incurred as a result of the performance of this Agreement.
 - B. Consultant warrants that claims made to the BOCC for payment for services provided shall be for actual Services rendered to the BOCC and do not duplicate claims made by Consultant to other sources of public funds for the same Service.

ARTICLE 4: INDEPENDENT CONTRACTOR

Consultant is and shall remain for all purposes an independent contractor, and Consultant shall have no power, nor shall it represent that it has any power to bind BOCC or to assume or create any obligation, express or implied, on behalf of BOCC, unless

specifically authorized by this Agreement or in writing by BOCC. The method and manner in which Consultant's Services herein shall be performed shall be determined by Consultant, in its sole discretion, and BOCC will not exercise control over Consultant or its employees. The employees, methods and equipment used by Consultant shall at all times be under Consultant's exclusive direction and control. Nothing in this Agreement shall be construed to designate Consultant, or any of its employees, as employees or agents of the BOCC or BCLRC.

Nothing in this Agreement is intended to create, nor shall be deemed to constitute a partnership, association or joint venture with the Consultant and the BOCC in the conduct of the provisions of this Agreement. The Consultant shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the BOCC, the BCLRC Board of Directors or their respective staff.

ARTICLE 5: COMPLIANCE WITH LAW

Consultant agrees to comply with all applicable federal, state, and local laws in the conduct of Services hereunder. Consultant accepts full responsibility for payment of all taxes including without limitation, unemployment compensation premiums, all income tax deductions, pension deductions, social security deductions, and any and all other taxes or payroll deductions required for the performance of the work by the Consultant's employees in the performance of the Services authorized by this Agreement. The BOCC shall not be liable for any taxes incurred by Consultant under this Agreement.

ARTICLE 6. CONTRACT ADMINISTRATION

6. 1. The BCLRC's representative for this Agreement is the Ginny Favede, Commissioner ("BCLRC Representative"), who shall serve as primary contact during the term of this Agreement and shall have the authority to act on the BCLRC's behalf as described herein. BCLRC Representative shall render decisions promptly and furnish information contemplated to be made or furnished by the BCLRC under this Agreement. BCLRC Representative may be replaced only by a written order signed by the BCLRC.
6. 2. At the discretion of BCLRC Representative, Consultant may be required to work directly with other representatives of the BCLRC.
6. 3. BCLRC Representative may, from time to time as (s)he deems appropriate, communicate specific instructions and requests to Consultant concerning the performance of the Services described in this Agreement. Upon such notice and within fourteen (14) days after receipt of such instruction, or as soon thereafter as reasonably possible, Consultant shall comply with such instructions and fulfill such requests to the satisfaction of the BCLRC Representative. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested to ensure satisfactory completion of the Services described in this Agreement, and Consultant shall notify BCLRC Representative and the parties shall determine if such instructions and requests shall be completed.

ARTICLE 7. AVAILABILITY AND RETENTION OF RECORDS

All records relating to the Services provided and supporting documentation for invoices submitted to the BOCC by Consultant shall be retained and made available by Consultant for audit by, the State of Ohio (including, but not limited to, the Auditor of the State of Ohio, Inspector General or duly appointed law enforcement officials) and agencies of the United States government for a minimum of three (3) years after payment is made under this Agreement. If an audit is initiated during this time period, Consultant shall retain such records until the audit is concluded and all issues resolved.

ARTICLE 8. CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts Consultant from obtaining and working under an additional contractual arrangement(s) with other parties aside from the BOCC, assuming that the contractual work in no way impedes Consultant's ability to perform the Services. Consultant warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to perform the Services in the time and manner required by this Agreement.

Consultant further agrees that to its knowledge, there is no financial interest involved on the part of any officers, Board of Directors, or employees of the BCLRC, or members of the BOCC in the development of the specifications or the negotiation of this Agreement. Consultant has no knowledge of any situation, which would be a conflict of interest. It is understood that a conflict of interest occurs when an employee will gain financially or receive personal favors as a result of the signing or implementation of this Agreement.

Consultant will report the discovery of any potential conflict of interest to County. Should a conflict of interest be discovered during the term of this Agreement, either party may exercise any right under this Agreement including termination of the Agreement.

ARTICLE 9. ASSIGNMENTS

The parties expressly agree that Consultant shall not assign this Agreement without the prior written approval of the BOCC. Consultant may not subcontract any of the Services without the express written consent of BOCC. All subcontractors are subject to the same terms, conditions, and covenants contained within this Agreement. Consultant is responsible for making direct payment to all subcontractors for any and all Services provided by such contractor.

ARTICLE 10. GOVERNING LAW

This Agreement and any modifications, amendments, or alterations thereto, shall be governed, construed, and enforced under the laws of Ohio.

ARTICLE 11. INTEGRATION AND MODIFICATION

This Agreement embodies the entire contract of the parties hereto. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or contracts, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement. All amendments and changes shall be dated and become part of the original Agreement.

ARTICLE 12. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the 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 Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 13. TERMINATION

This Agreement may be terminated by either party upon notice, in writing, delivered upon the other party thirty days prior to the effective date of termination. The parties further agree that should Consultant become unable to provide the Services agreed to in this Agreement for any reason or otherwise materially breach this Agreement, such Service as Consultant has provided upon the date of its inability to continue the terms of this Agreement shall be eligible to be billed and paid according to the provisions of Article 3 - BILLING AND PAYMENT.

The parties further agree that should the Consultant become unable to complete the work requested in this Agreement for any reason, such work as Consultant has completed upon the date of its inability to continue the terms of this Agreement shall become the property of BOCC, and further BOCC shall not be liable to tender and/or pay to Consultant any further compensation after the date of Consultant's inability to complete the terms hereof, which date shall be the date of termination unless extended upon request by BOCC.

ARTICLE 14. NON-DISCRIMINATION

Consultant certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including but not limited to Title VI, and Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act, as amended, and the Ohio Civil Rights Law.

During the performance of this Agreement, Consultant will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Consultant will take affirmative action to ensure that during employment, all employees 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. These provisions apply also to contract workers. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices stating Consultant complies with all applicable federal and state non-discrimination laws.

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

ARTICLE 15. INDEMNIFICATION

Consultant agrees to protect, defend, indemnify and hold BOCC and BCLRC, its officers, employees, agents and Board of Directors free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any negligent or reckless acts or omissions of Consultant and its employees officers, agents, or independent contractors in performance of the Services. Consultant agrees to pay all damages, reasonable costs and expenses incurred by BOCC, BCLRC, its officers, agents, employees and Board of Directors in defending any action arising out of the aforementioned acts or omissions.

ARTICLE 16. DISCLOSURE

Consultant hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that said Consultant has with a BCLRC employee, employee's business, or any business relationship or financial interest that a BCLRC employee has with Consultant or in Consultant's business.

ARTICLE 17. INSURANCE

Consultant agrees to maintain at all times throughout the term and performance of this Agreement, liability and worker's compensation insurance with a responsible company licensed to do business in the State of Ohio.

ARTICLE 18. WARRANTY

Consultant warrants that the Services shall be performed and/or provided in a professional manner in accordance with applicable professional standards.

ARTICLE 19. FORCE MAJEURE

If by reason of force majeure, the parties are unable in whole or in part to act in accordance with this Agreement, the parties shall not be deemed in default during the continuance of such inability provided, however, that Consultant shall only be entitled to the benefit of this paragraph for fourteen (14) consecutive days if the event of force majeure does not affect property or employees which are necessary to Consultant's ability to perform.

The term "Force Majeure" as used herein shall mean without limitation: acts of God; strikes or lockout; acts of public enemies or terrorists; insurrections; riots; epidemics; lightening; earthquakes; fire; storms; flood; washouts; droughts; arrests; embargo, war; civil disturbances; and explosions.

Consultant shall, however, remedy with all reasonable dispatch any such cause to the extent within its reasonable control, which prevents Consultant from carrying out its obligations contained herein.

ARTICLE 20. LEGAL ACTION

Any legal action brought pursuant to this Agreement will be filed in the courts located in Belmont County, Ohio and Ohio law will apply.

ARTICLE 21. PUBLIC RECORDS

This Agreement is a matter of public record under the laws of the State of Ohio. BOCC and Consultant each agree to make copies of this Agreement promptly available to any requesting party.

ARTICLE 22. WAIVER

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

ARTICLE 23. SIGNATURES

Consultant hereby acknowledges that the original copy of this Agreement must be signed and returned to BOCC by Consultant within ten (10) days of receipt of said Agreement for signature or this Agreement may be canceled and voided by County.

The terms of this Agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.

In witness whereof, the parties have hereunto set their hands on this 18 day of June , 2014.

Consultant or Authorized Representative:

Western Reserve Land Conservancy, d/b/a Thriving Communities Institute

By: Robert (?) /s/
Title: Assistant Secretary

Belmont County Board of County Commissioners

By: Matt Coffland /s/
Ginny Favede /s/

APPROVED AS TO FORM:
David K. Liberati /s/ Assistant
PROSECUTING ATTORNEY

ATTACHMENT A Scope of Services

Phase One: Creation of the County Land Reutilization Corporation

- A. Consultant will provide to the Belmont County Land Reutilization Corporation model drafts of a land reutilization corporation code of regulations and other documents necessary in the organization of the BCLRC. Consultant will work with designated staff to individualize documents to meet the requirements of the BCLRC.
- B. Consultant will meet regularly (biweekly, or as required) with the land bank "working group" (members to be defined by BCLRC) until all required documents are approved and the land bank is ready to begin operations. Additional consultation via phone and/or e-mail will be provided as necessary.
- C. Consultant will meet with BCLRC Board or their representatives, both at formal meetings and work sessions, to determine the immediate goals of the land bank, develop policies and procedures for acquisition and disposition of properties, discuss staffing of the land bank and other set-up activities. Consultant will work with the BCLRC Board to develop an initial budget for land bank operations.

Phase Two: Initiating Land Bank Operations

- A. Consultant will provide the Land Bank with a digital version of the "Playbook". This document includes a narrative of the land bank activities and interactions with various county agencies. A comprehensive set of forms is included. In addition, current statutes relating to the land bank and copies of the enabling legislation are provided.
- B. Consultant will meet with county officials to discuss the role of each office with regard to the county land bank and to assist in implementing any modifications required to existing office procedures.
- C. Consultant will facilitate the BCLRC entering into Memoranda of Understanding with municipalities and townships regarding land bank operations within their jurisdiction.
- D. Consultant will conduct additional work group sessions and attend Board meetings as requested by the BCLRC.

Phase Three: Land Bank Support

- A. Consultant will provide ongoing support to land bank staff for six months following the initial property acquisition.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING THE SIGNING AND ENROLLMENT IN THE CCAO 2015 WORKERS COMPENSATION GROUP RETROSPECTIVE RATING PROGRAM

Motion made by Mr. Thomas, seconded by Mrs. Favede to authorize Commission President Matt Coffland to sign on behalf of the Board of Commissioners for enrollment in the CCAO 2015 Workers' Compensation Group Retrospective Rating Program.

COUNTY COMMISSIONERS ASSOCIATION OF OHIO

WORKERS' COMPENSATION GROUP RETROSPECTIVE RATING PLAN AGREEMENT

THIS AGREEMENT, dated as of June 18, 2014, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and **Belmont County** ("Participant"), a political subdivision of the State of Ohio.

Section I: INTRODUCTION

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group retrospective rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO"), acting through CCAOSC its Service Corporation, as a sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group Retrospective Rating Plan for the benefit of its membership. The terms and conditions for participation in the CCAO Group Retrospective Rating Plan are herein established. A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

Section II: NAME

The name of the plan shall be the CCAO Workers' Compensation Group Retrospective Rating Plan, hereafter referred to as the "CCAO Group Retrospective Rating Plan" or the "Plan". The principal office of the CCAO Group Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

Section III: PURPOSE OF GROUP PLAN

The CCAO Group Retrospective Rating Plan is intended to: (1) achieve lower workers' compensation costs for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY

- 11. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:
 - (1) CCAO was created more than two years prior to the date of application for Group coverage.
 - (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of county government for the benefit of the people of the State of Ohio.
 - (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
- 12. The Participant represents and warrants as follows:
 - (1) It is a member in good standing of the County Commissioners' Association of Ohio.
 - (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.
 - (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
 - (4) It is current in all financial obligations to the Group.

Section V: BASIC OBLIGATIONS OF PARTIES

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Retrospective Rating Plan.

- 13. CCAOSC shall:
 - (1) coordinate and administer the CCAO Group Retrospective Rating Plan in accordance with this agreement.
 - (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Retrospective Rating Plan; and
 - (3) perform such additional duties as are required of it by this Agreement.
- 14. The Participant shall:
 - (1) join and participate in the CCAO Group Retrospective Rating Plan; and
 - (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

Section VI: RATE CONTRIBUTION AND REBATES

The Participant understands that the Group performance must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group performance will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group performance is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that the OBWC will evaluate the performance of the CCAO Group Retrospective Rating Plan by comparing the aggregate individual participants' premiums paid to OBWC to the developed losses incurred by the participants during the policy year. It is also understood that the OBWC will perform this comparison in three periods in the following number of months after the inception of the program year: 24 months, 36 months, and 48 months.

In the course of the OBWC's evaluation of the program, should premiums paid by the Group exceed the total developed losses, the Group will be entitled to a refund, for the difference. However, if the total developed losses exceed the total premiums paid to OBWC for the policy year the Group would then be subject to an assessment. The total assessment in this case, could not exceed the predetermined amount ("Maximum Premium Percent") selected by CCAOSC.

For each evaluation period, CCAOSC shall send rebate checks to those Participants due rebates no later than thirty (30) days from the date of receipt by CCAOSC of the Group rebate from the OBWC, or the date of receipt by CCAOSC of all member payroll reports, whichever is later.

Upon notification by the OBWC of a Group assessment, CCAO shall invoice all Participants for their appropriate share. Each Participant shall pay their invoiced amount within the timeframe set by the OBWC in order to prevent any penalties accruing to the Group or to CCAOSC.

Section VII: ADMINISTRATIVE SERVICES

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (excluding claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VIII) relating to the Plan's activities. The cost of these TPA services shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant agrees to select as their TPA for claims-related matters the same TPA as CCAOSC has retained as TPA for the Group, and further agrees to remain with said TPA for as long as Participant remains a member of the CCAO Group Retrospective Rating Plan.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

Section VIII: RISK MANAGEMENT SERVICES

The Participant acknowledges that one of the goals of a group retrospective rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "The CCAO 10 Step Safety Plan for County Government". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee. The costs for these risk management services shall be allocated, billed and paid in the same manner as described in Section VIII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. A copy of the audit results and safety recommendations shall be provided to the Participant and to CCAOSC. Participant agrees to make a good faith effort to comply with any safety recommendations.

Section IX: GENERAL MANAGEMENT FEES

The Participant agrees to pay anticipated general management fees during the term of the Agreement, if any, as described and in the manner specified in Section VIII, above.

Section X: GROUP EXECUTIVE COMMITTEE

There is hereby established a Group Executive Committee to oversee the CCAO Group Rating Program and the CCAO Group Retro Program, which shall consist of eleven members. Two of said members shall be the President and the Secretary/Treasurer of CCAOSC. Nine members shall be representatives of CCAO Group Rating and Group Retro Plan Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county.

A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section VII hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and general management fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

Section XI: TERM OF AGREEMENT

Subject to the approval of the CCAO Group Retrospective Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2015 and thereafter. CCAOSC may terminate this Agreement upon sixty (60) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Retrospective Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Retrospective Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently October 31, 2014. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for participation in the CCAO Group Retrospective Rating Plan prior to withdrawal therefrom.

Section XII: APPLICATIONS BY PARTICIPANT

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC. In order to remain in good standing and to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group retrospective rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC U153, allowing CCAOSC or its TPA to represent the CCAO Group Retrospective Rating Plan before the OBWC.

Section XIII: GENERAL PROVISIONS

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Retrospective Rating Plan. All Group Retrospective Rating Plan funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessments or premiums levied by OBWC against it. Neither the CCAO Group Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

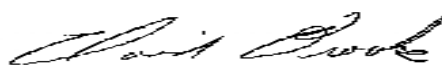
The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

CCAO SERVICE CORPORATION

Date: June 11, 2014 By: _____

David W. Brooks



BELMONT COUNTY

Date: 6/18/14 By: Matt Coffland /s/

Signature of Authorized Official

County Name: **BELMONT COUNTY**
Address: 101 W MAIN ST
City, State, Zip: ST. CLAIRSVILLE OH 43950
OBWC Number: 30700001

APPROVED AS TO FORM (if required)

David K. Liberati /s/ Assistant

Prosecuting Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING A RENEWAL
OF THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT
BETWEEN BCDJFS AND HARMONY HOUSE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign a renewal of the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and Harmony House Inc. effective July 1, 2014 through June 30, 2015 in the maximum amount of \$218,173.18.

Note: This is to provide for a children's advocacy center.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services Contract

Harmony House of Belmont County

Whereas, this contract, entered into on this 11th. day of June, 2014, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and Harmony House, Inc. (hereinafter "Contractor"), is for the purchase for the establishment of a fully-functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of Harmony House, Inc. This will provide the unique services of a Children's Advocacy Center that works toward strengthening our communities response to child abuse using a more child-focused approach. This program will adhere to State of Ohio rules and regulations promulgated there under, the policies of the Belmont County Department of Job and Family Services, and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Children's Advocacy Center services to Belmont County Department of Job and Family Services, Children Services Department of Belmont County by developing and maintaining a Children's Advocacy Center for Belmont County, Ohio as a full-service satellite center of Harmony House, Inc. The Children's Advocacy Center will provide a more humane, culturally competent, legally-sound, site-based, multidisciplinary team (MDT)-centered assessments, investigations, prosecutions, and interventions including treatment involving child abuse allegations that focus on the needs of alleged child victims and families with an emphasis on child forensic interviewing, advocacy, therapeutic intervention, case management, coordination of medical referrals, and education; thus decreasing victim trauma, increasing offender accountability, strengthening the MDT, and strengthening community response to child abuse.

The primary focus of every Children's Advocacy Center is child sexual abuse. Contractor also provides services to children who allege physical abuse, drug endangerment, domestic violence, witnessing of violence, severe neglect, and any other type of abuse that may be harmful to a child. Precautionary interviews can also be conducted. In addition to children (up to their 19th birthday), services are available to adults with developmental disabilities who, due to alleged victimization, may benefit from the specialized services of a CAC. Services are also available to non-offending family members or others who are affected by the allegations.

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
740-695-1075

Contractor: Harmony House, Inc.
2000 Eoff St.
Wheeling, WV 26003

III CONTRACT PERIOD

This contract and its terms will become effective on July 1, 2014. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is June 30, 2015.

IV SERVICES

Child forensic interviewing

- Assessment of child's needs for overall well-being of child
- Obtainment of information in neutral, fact finding manner

Extended forensic interviewing (evaluation)

Victim advocacy and support

- Crisis intervention
- Supportive counseling
- On-site therapy
 - Individual
 - Family
 - Group
- Case Management
 - Medical referral, evaluation, and treatment coordination
 - Mental health referral and coordination
 - Victim services coordination
- Information and referrals
- Multi-disciplinary team (MDT) case reviews
 - Representation from CAC, mental health, medical, victim advocacy, law enforcement, DJFS/Child Protective Services, and prosecution
- Case tracking
- Participation on community MDTs and task forces

Criminal justice support

- Court accompaniments
- Children's court preparation
- Court testimony (subpoena)
- Court expert witness testimony

Community education

- Professional development
- Prevention programs
- Awareness campaigns
- Psycho-educational programs

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. To establish and maintain a fully functioning Children's Advocacy Center (CAC) for Belmont County, Ohio as a satellite office of the Contractor – a fully accredited member of the National Children's Alliance – during the term of this contract.
2. To ensure all Belmont County, Ohio children referred to Contractor receive needed services by coordinating a multi-disciplinary team (MDT) approach to services including case review and case tracking for every child during the term of this contract.
3. To provide on-site forensic interviews in the Contractor's child-friendly setting to the Purchaser, prosecution, and law enforcement referrals during the term of this contract.
4. To provide support and advocacy, including criminal justice advocacy, to Belmont County children alleging abuse who have been referred to the Contractor and their non-offending family members during the term of this contract.
5. To provide community education for prevention, awareness, and to identify victims of child abuse to at least 100 Belmont County participants during the term of this contract.
6. To provide mental health interventions and coordination of medical referrals/exams to Belmont County children referred to Contractor and in need of these services during the term of this contract.
7. Contractor will schedule victim interviews within three days upon receipt of referral.
8. Contractor will provide a verbal report and interview DVD to Purchaser upon completion of interview.
9. Contractor will provide a written summary to Purchaser in a timely manner with most summaries being completed within a two week period when possible with this timeframe contingent upon number of summaries to be completed. Summaries will be expedited when a request is made. Summaries are not routinely done on interviews with no disclosures or that are inconclusive unless requested.

B. Purchaser Responsibilities

1. Purchaser will make referrals to Contractor within two working days upon receipt of information on a case determined by Purchaser that meets the criteria for a forensic interview.
2. Purchaser will provide all necessary contact and referral information needed for Contractor services to occur.
3. Purchaser will participate in all scheduled team meetings of Contractor and provide requested case information for case review and tracking in a timely manner upon request from Contractor.
4. Purchaser will be in attendance for victim interviews.
5. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements as included in this contract.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. For the contract period July 1, 2014 through June 30, 2015, the total amount available for reimbursement to Contractor under the terms of this contract will be **\$217,173.18**.

This amount consists of \$140,000 (\$80,000 from Belmont CDJFS, \$40,000 from Developmental Disabilities, and \$20,000 from Belmont County Commissioners) new money for the contract period. In addition, carryover funds from April 1, 2011 through June 30, 2012 amount to \$40,925.85, and carryover funds from July 1, 2012 through June 30, 2013 amount to \$36,247.33, for a total of \$77,173.18 for this timeframe. These funds can be used as needed by the Contractor.

Any remaining carryover fund for the period July 1, 2013 through June 30, 2014 will be reflected in next year's contract, and the available funds will be adjusted.

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Invoices for actual cost incurred for providing services will be submitted each month by the Contractor no later than the 20th. 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. If the Belmont County Auditor requires additional time to process the payment the Contractor must be notified before the thirty day period has expired.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following costs are allowable under this contract:

Personnel, Salaries, Payroll Taxes, Workers' Compensation, Health Insurance, Pension, Client Materials, Office Supplies, Postage, Printing, Payroll Service Fees, Telephone, Internet, Maintenance Contracts/Copies, Travel Expenses, Training/Staff Development, Dues and Subscriptions, Advertising, Data Base Fees, Security, Logos and Decorations, Liability and Property Insurance, Accounting and Auditing Fees, Legal Fees, and Miscellaneous.

It is anticipated that the Contractor will invoice Purchaser on a monthly basis for reimbursement of documented expenditures incurred from the previous month and will be reimbursed within 30 days upon receipt of request for payment with documentation. Any funds not spent down during the term of the contract will remain in the special Contractor fund to be used to offset future expenses.

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals 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 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. 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 AND INTELLECTUAL PROPERTIES

Office equipment and furniture assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires. An inventory of Purchaser equipment and/or furnishings will be maintained by the Contractor. Purchaser has the option to donate said assets to the Contractor at the expiration of contract.

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.

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 payment under this agreement. 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 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 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 BCDJFS.

XX ASSIGNMENTS

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

XXI 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.

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 supersedes 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 30 days 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. Any funds expended for contractual services and items prior to date of termination shall be paid in accordance with Article VIII to the contractor.

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 and Purchaser agree to hold each other harmless, both legally and financially. Contractor and Purchaser are responsible to maintain their own liability coverage.

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 when possible.

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 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.

XL 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.

XLI PROCUREMENT

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

SIGNATURES

<i>Vince Gianangeli /s/</i>	6-11-14
Vince Gianangeli, Director & CFO Belmont County Department of Job and Family Services	Date
<i>Matt Coffland /s/</i>	6-18-14
Matt Coffland , Belmont County Commissioner	Date
<i>Ginny Favede /s/</i>	6-18-14
Ginny Favede, Belmont County Commissioner	Date
<i>Mark A. Thomas /s/</i>	6-18-14
Mark A. Thomas, Belmont County Commissioner	Date
<i>Leslie Vasilaros /s/</i>	6-11-14
Leslie Vassilaros, Executive Director Harmony House, Inc.	Date
<i>David K. Liberati /s/ Assistant</i>	6-9-14

Approved as to form:

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Richard Hord asked about a new Community Center for Senior Services and any plans for the Hab Center. Mr. Coffland said they are working on some things and have some plans for a building. Mr. Thomas said the new Senior Services building will have administrative offices, kitchen and may have a community room in it. Some seniors thought there were plans to close existing senior centers. He said that is false. Mr. Thomas said regarding the Hab Center there are a number of options, no decision yet. Mr. Coffland said he thinks the term “community room” sends a message to the other centers that they will lose their ability to hold their individual fundraisers. He said he will not support anything that takes away the individual senior centers’ fundraisers.

Mr. Wilbur Winland said he heard the 2015 budget will be developed in July. He asked if there is any consideration to putting together a revised estimate of income spent in 2014 and look at variances to see where money is spent. Mr. Coffland said every year the Board compares actual versus what was appropriated with each office. Mr. Winland said \$19.4 million was the estimate for 2014 and he thinks the actual money coming is much more. He said, “We all want to see plans where you’re going to spend it.” He would like to see a mid-year estimate of what is really being spent. Mr. Coffland said what the Board is in control of is allocated at the beginning of the year. If that money is not spent during the year, it is pulled back in and put towards debt or blanket PO’s for the beginning of the next year. He said the anticipated revenue is usually spent before it comes in and is included in the \$19.4. The auditor anticipates what is coming in and that is what the Board goes on. Mr. Winland wants to see what the plans are for the extra money coming in such as from oil and gas leases. Mr. Coffland said the Board made it clear where the first \$3.2 million of oil/gas lease money was spent. He said of that original \$3 million, \$2 million was spent on debt. Mr. Thomas said when the next oil/gas lease money is received it will also be done in an open meeting. He said additional funds come in every year but the Board can only spend what the Auditor certifies. Mr. Thomas suggested that Mr. Winland may need to speak to the county auditor. Mr. Coffland said the budget requests for next year will probably be \$24 to \$26 million. He said the different departments may ask for more money every year but that doesn’t mean they get it. Mr. Coffland offered to go to the auditor’s office with Mr. Winland to go over figures. Mr. Winland said the “miscellaneous” category disturbs him the most. Mr. Coffland said the Board always questions “other expenses.”

9:30 Subdivision Hearing Re: Mistak Farm Road (Private), Union Township

Present for the hearing were Engineer Fred Bennett and Ruth Graham, Engineer’s Drafting Technician. Ruth explained this is a private road in Union Township. She presented maps for review and said this has trustee approval.

IN THE MATTER OF FINAL PLAT APPROVAL FOR
MISTAK FARM ROAD
(PRIVATE)
UNION TOWNSHIP SEC. 12, T-8, R-5

“Hearing Had- 9:30 A.M.”

“FINAL PLAT APPROVAL”

O.R.C. 711.05

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

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Mistak Farm Road (Private), Union Township, Sec. 12, T-8, R-5, which appears to be regular in form and approved by the proper parties;

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

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

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

OPEN PUBLIC FORUM continued – Zach Yereb asked if any more consideration was taken on prayer before the meetings. Mr. Coffland answered he has not gotten any legal opinion yet from the Prosecutor’s office. Mr. Thomas said there was a 5-4 decision on prayer by the Supreme Court. He said “some do, some don’t” have prayer before meetings. He is not sure a legal opinion is needed. He said the Pledge is fine but feels people can pray on their own wherever they choose.

9:45 Belmont County Soil & Water Conservation District
Re: Introduction of new employees-Levi Arnold and Nick Paliswat

Mr. Thomas said he had suggested the new employees come in to introduce themselves. The new Administrator is Nick Paliswat. He stated they do a lot of public outreach and education within the community. They work with forestry and wildlife. Liza Butler is their Forestry/Wildlife Specialist. The Captina Watershed Coordinator is Kim Brewster. Levi Arnold introduced himself as the new Agricultural Technician. He is originally from Guernsey County and just graduated from Zane State College with a major in Wildlife and Forestry Management. He said he has always had an interest in agricultural and the outdoors. He said right now planting season is just getting over and they do a lot of equipment rentals. He is trying to bring some new faces and things into the county and promote things here in Belmont County.

Note: Commissioner Favede left to attend OMEGA meeting.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:00 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the hiring, appointment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:40 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn executive session at 10:40 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

**IN THE MATTER OF APPOINTING BRYAN MINDER
AS THE BELMONT COUNTY 911 DIRECTOR**

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Bryan Minder as the Belmont County 911 Director effective June 18, 2014, with an annual salary of \$43,500.00.

Upon roll call the vote was as follows:

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

DISCUSSION - *Mr. Thomas noted for the record that Mr. Minder has been Interim Director for quite some time. He also noted for the record that in the 6 months or so that he has been back on the board and on the 911 Board how pleased he is with the leadership that Mr. Minder is giving the board and the staff. Mr. Thomas said he is doing a great job and it gives him great pleasure to appoint him as the permanent Director. Mr. Coffland said what an excellent choice, and he is doing a fantastic job out there and he is very much pleased at this appointment*

**IN THE MATTER OF ADOPTING A PAY SCHEDULE FOR
EASTERN, WESTERN AND NORTHERN DIVISION COURT
DEPUTY CLERKS**

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners has the right to establish compensation for its employees, and

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of commissioners does hereby establish the attached pay schedule for all current and future full-time and part-time Deputy Clerks of the Eastern, Northern and Western Division Courts, **effective June 29, 2014**. Each Deputy Clerk's current salary will be adjusted accordingly with the exception of Deputy Clerks Colleen Ivan and Robin Shinoski who shall receive a one-time two dollar (\$2.00) wage increase.

**PAY SCHEDULE
EASTERN, WESTERN, AND NORTHERN DIVISION COURTS
DEPUTY CLERKS
Revised 6/18/14**

STEPS						
1	2	3	4	5	6	7
\$9.00	\$9.50	\$9.79	\$10.08	\$10.38	\$10.69	\$ 11.01
New Hire	Probationary Step					

Newly hired employees will start at Step one. After successfully completing a one hundred and twenty (120) calendar day probationary period they will move to Step 2. From the probationary completion date thereafter they will receive the progressive increase in accordance with the following Steps until they reach Step 7.

Any future pay increases will be applied to these steps and each employee's wage will be adjusted accordingly.

Longevity will begin at six years of employment and initially start with a one-time thirty-five cents (\$.35) per hour increase followed by an eight cents (\$.08) per hour increase for each year thereafter up to twenty-five (25) years.

Upon roll call the vote was as follows:

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

DISCUSSION HELD – Commissioners Thomas and Coffland wanted it noted the above two motions were made with the knowledge of all board members. Mr. Thomas noted these are not new items.

IN THE MATTER OF ENTERING INTO THE FIRST AMENDED AND RESTATED INTERGOVERNMENT AGREEMENT BY AND BETWEEN THE COUNTY OF BELMONT AND BELMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT (BCTID)

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into the First Amended and Restated Intergovernmental Agreement by and between the County of Belmont and the Belmont County Transportation Improvement District (BCTID), effective June 18, 2014.

**FIRST AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT**

**By and between
BELMONT COUNTY
And
THE BELMONT COUNTY
TRANSPORTATION IMPROVEMENT DISTRICT**

**FIRST AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT**

This First Amended and Restated Intergovernmental Agreement (this "*Agreement*") is made and entered into as of June 18, 2014, 2014 (the "*Effective Date*"), by and between the *County of Belmont*, a county and political subdivision of the State of Ohio located in Belmont County, Ohio (the "*County*"), pursuant to Ohio Revised Code ("*ORC*") Chapter 305, and *The Belmont County Transportation Improvement District*, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the "*BCTID*").

Recitals:

- A. [The BCTID and the Board have heretofore entered into an intergovernmental agreement, dated as of August 17, 2011.](#)
- B. The BCTID is authorized by ORC Chapter 5540 (1) to finance, construct, maintain, repair, and operate street, highway, and other transportation projects (including, but not limited to, air and rail projects) and (2) to construct, reconstruct, improve, alter, and repair roads, highways, public places, buildings, and other infrastructure.
- C. The Projects undertaken by the BCTID pursuant to ORC Chapter 5540 are essential and will contribute to the improvement of the prosperity, health, safety, and welfare of the people of the County and the State and are essential governmental functions; and the exercise by the BCTID of the authority granted by ORC Chapter 5540 is necessary for the prosperity, health, safety, and welfare of the County and the State and their people and is consistent with and will promote industry, commerce, distribution, and research activity in the County and the State.
- D. The BCTID, consistent with its purpose and mission, is assisting and cooperating in coordination with the local project sponsors, including the City of St. Clairsville (the "*City*"), the County and Richland Township (the "*Township*") (collectively, the "*Local Project Sponsors*"), and in coordination and conjunction with the Ohio Department of Transportation ("*ODOT*") and BEL-O-MAR, in the development of specific BCTID transportation improvement projects, to include financial strategies for the transportation improvement projects, located within the County and which it believes are all consistent and compatible with the transportation improvements and related economic development initiatives within the County, the City and the Township, in general.
- E. The BCTID will oversee and administer the development, financing, acquisition and implementation, and construction of the U.S. 40 Connector Roadway Improvement Project, as defined herein at Section 1.01, including coordinating and fostering local commitment, involvement, participation, and funding of the U.S. 40 Connector Roadway Improvement Project by the Local Project Sponsors and political subdivisions thereof.
- F. As part of the BCTID program of projects, established and designated by BCTID Resolution 2012-02 and pursuant to ORC Section 5540.03(A)(4) and related ORC sections, the BCTID has been requested by the City and Township to administer, facilitate and manage, in coordination and collaboration with the City, the Township, the County, the BCEO (as hereinafter defined), BEL-O-MAR (as hereinafter defined), and, as appropriate, ODOT (as hereinafter defined), the financing, engineering/design, acquisition, including, but not limited to, the administration, management and acquisition activities, required to obtain real property interests for necessary right-of-way, and the construction of the U.S. 40 Connector Roadway Improvement Project, which is a public connector roadway from the area of SR 40, in the vicinity of the existing Township road, namely, Newlin Road, on a southward terminus to the Ohio Valley Plaza, in relation to and connection with the Mall Road Improvements BEL-MALL Rd. (Loop Road) ODOT PID 89341, in the area of Interstate 70, and as otherwise may be determined, and, as planned, to serve the travelling public, residents of the area and properties within and adjacent to the area bordered by U.S. 40, the Ohio Valley Plaza, Interstate 70, the southeastern corporation limit of the City and situated, in part, in the Township, which BCTID project includes the necessary design, engineering, right of way acquisition, construction, repair and related improvements of a roadway open to and to serve the travelling public, residents and properties in the area (BCTID Project No. 2012-002), in coordination and conjunction with ODOT, and, as further described, developed, set forth and delineated in the plans on file with the BCTID, the City, BCEO and ODOT and BEL-O-MAR (collectively, and for purposes of this document, the "*U.S. 40 Connector Roadway Improvement Project*").
- G. Accordingly, the BCTID, the County, the Township and the City have, to date, coordinated on a successful application to ODOT requesting HB 114 BCTID project funding (as hereinafter defined) for the U.S. 40 Connector Roadway Improvement Project, in the amount of \$200,000.00, and the BCTID has committed an additional \$500,000.00 of funds available through the Ohio Department Development 629 Program towards covering a portion of the Project Costs, as required for preliminary engineering/design and right of way for the U.S. 40 Connector Roadway Improvement Project. To the extent such amounts may be available or eligible, the BCTID is prepared to apply for additional HB51 project funding for FY 15 in the amount of \$ 250,000.00 to be applied for Project Cost of right of way acquisition, construction or as may otherwise be required. Moreover, the City, in coordination and conjunction therewith, has obtained and provided funding, through the ODOT Transportation Review Advisory Council or the "TRAC," in the approximate amount of \$900,000.00, and a SAFETEA-LU federal appropriation, in the amount of \$6,935,000.00, which funding has and is currently being utilized for the Mall Road access improvement project, currently being administered by ODOT, in coordination with the BCTID, to further upgrade and provide for connectivity within and around Mall Road and the I 70 Interchange area.
- H. The BCTID will proceed, with the Township's and City's express consent, as provided herein and otherwise, in coordination, cooperation and with consent of the County, the City, the Township, BCEO, BEL-O-MAR, and ODOT and other agencies, to act as the project sponsor and manager in relation to the management, administration, financing, development, engineering/design, and the performance all acquisition activities required to obtain the real property interests necessary for the U.S. 40 Connector Roadway Improvement Project right-of-way, as well as the actual construction and construction engineering, and likewise, in coordination and cooperation with ODOT, proceed to develop an application for the TRAC for the Mall Road access improvements currently administered by ODOT.
- I. The County desires to continue to collaborate and assist the BCTID by providing funding and related support to the BCTID for the U.S. 40 Connector Roadway Improvement Project, so as to facilitate the development and construction of the Project, in accordance with this Agreement. Further, the County is committed to provide the necessary funding, in the amount of \$1,900,000.00 required to proceed with and as part of the Project Cost, to the BCTID to cover: the entire cost of all acquisition activities, performed by the BCTID or its agents, including administrative and legal services, to acquire the required real property interests necessary for the U.S. 40 Connector Roadway Improvement Project right-of-way; and, the Project Cost required for construction and construction engineering funding for the U.S. 40 Connector Roadway Improvement Project.
- J. The BCTID is specifically authorized by ORC § 5540.03(A)(10) to receive and accept loans and grants for or in aid of the construction, maintenance, or repair of any Project from the federal or any state or local government; and the Board is specifically authorized

by ORC §§ 5540.01 (D) and 5540.02(F) to make appropriations from moneys available to the Board and not otherwise appropriated to pay costs incurred by the BCTID in the exercise of its functions under ORC Chapter 5540.

K. The County desires to assist the BCTID and the other Local Project Sponsors by providing Project Cost funding to the BCTID pursuant to the terms of this Agreement to facilitate the development and implementation of the U.S. 40 Connector Roadway Improvement Project.

L. The Board and the TID desire to amend and restate the intergovernmental agreement previously entered into by the Parties, dated as of August 17, 2011, in its entirety, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Agreement, the County and the BCTID agree, with the foregoing Recitals incorporated herein by reference and expressly made a binding and integral part of this Agreement, as follows:

Article 1. Definitions; Construction

Section 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings, unless the context or use clearly indicates another meaning or intent:

“*Agreement*” means this Intergovernmental Agreement, as the same may be amended from time to time.

“*BEL-O-MAR*” means the BEL-O-MAR Regional Council, an interstate Regional Planning and Development Council of Governments.

“*Board*” means the Board of County Commissioners.

“*Business Day*” means any day other than a Saturday, Sunday, or legal holiday.

“*BCTID*” means The Belmont County Transportation Improvement District, a transportation improvement district and a body both corporate and politic created by the Board of County Commissioners of the County pursuant to ORC § 5540.02.

“*City of St. Clairsville*” means the City of St. Clairsville, Ohio, a municipal corporation and political subdivision of the State.

“*Cost Funding*” means the County’s Cost Funding Share committed for funding the cost obligations for the U.S. 40 Connector Roadway Improvement Project and to finance the advancement, development and construction of the U.S. 40 Connector Roadway Improvement Project as further set forth herein and set out in the Cost Funding Summary.

“*Cost Funding Summary*” means the summary of the Project Cost funding provided from the County for the U.S. 40 Connector Roadway Improvement Project, as set forth on the Cost Funding Summary attached hereto as Exhibit A.

“*County*” means the County of Belmont, a political subdivision of the State.

“*County Pledged Amount*” means the Board’s funding commitment and explicit agreement to advance and incur amounts for Project Costs for U.S. 40 Connector Roadway Improvement Project from available revenue sources, including general revenue funds, in the amount of \$1,900,000.00 (and the County is not obligated to pledge any additional sum), as set forth on and with said amount of \$1,900,000.00 to be paid to the BCTID according to the Cost Funding Summary attached hereto as Exhibit A. If, upon final close out of the U.S. 40 Connector Roadway Improvement Project, there is an excess amount remaining of the County Pledged Amount, said remaining amount will be returned to the County within 30 days of the date such close out amount is finally determined by the BCTID in consultation with the County.

“*Day*” means a calendar day, unless specifically designated as a Business Day.

“*Effective Date*” has the meaning given to such term in the introductory paragraph of this Agreement.

“*Grant Funds*” means 629 Roadwork Development Grant Funding allocated to the BCTID through the Ohio Department of Development or other of reimbursement funding allocations to the BCTID made available through ODOT.

“*Improvements*” has the meaning given to such term in ORC § 5709.73(A)(2).

“*Local Project Sponsors*” means the Township, the County and the City.

“*ODOT*” means the Ohio Department of Transportation, an agency of the State.

“*ORC*” means the Ohio Revised Code, as the same may be amended from time to time.

“*Party*” means, individually, either the Board or the BCTID; and “*Parties*” means, collectively, the Board and the BCTID.

“*Project*” or “*Projects*” means any street, highway, parking facility, freight rail tracks and necessarily related freight rail facilities, or other transportation projects and any project for the construction, reconstruction, improvement, alteration, or repair of any roads, highways, public places, buildings, or other infrastructure constructed or improved under this chapter, and includes all bridges, tunnels, overpasses, underpasses, interchanges, approaches, those portions of connecting streets or highways that serve interchanges and are determined by the BCTID to be necessary for the safe merging of traffic between the project and those streets or highways, service facilities, and administration, storage, and other buildings, property, and facilities, that the BCTID considers necessary for the operation of the Project, together with all property and rights that must be acquired by the BCTID for the construction, maintenance, or operation of the Projects as from time to time undertaken by the BCTID pursuant to the authority granted by ORC Chapter 5540 and duly authorized by a resolution of its Trustees and including the U.S. 40 Connector Roadway Improvement Project.

“*Project Costs*” means costs, as defined under ORC Chapter 5540.1(D), for or relating to U.S. 40 Connector Roadway Improvement Project and as determined to be required by the BCTID to complete this Project.

“*State*” means the State of Ohio.

“*Term*” has the meaning given to such term in Section 4.01.

“*U.S. 40 Connector Roadway Improvement Project*” means the Project undertaken by the BCTID and has the meaning given to such term in Recital F. and as further described, developed, set forth and delineated in the plans on file with the BCTID, the City, BCEO and, to the extent applicable, ODOT and BEL-O-MAR.

“*Township*” means Richland Township, a body corporate and politic located in the County.

“*Transportation Demand Management*” means strategies that result in more efficient use of transportation resources, including, but not limited to, strategies that tend to be particularly effective at reducing traffic congestion, strategies for reducing vehicle energy consumption and pollution emissions, solutions to parking problems, strategies to help make a community a desirable place to live, work, and visit, strategies for achieving an equitable distribution of transportation costs and benefits, strategies that improve public health and fitness through physical activity, strategies that can help improve transportation in low-density, rural areas, strategies for improving traffic safety and public health, and strategies that help increase transportation affordability.

“*Transportation System*” means the streets, highways, airways, waterways, and related infrastructure on, by, and over which people and freight are moved from place to place by various modes of private and public vehicles, including automobiles, motorcycles, bicycles, trucks, buses, railroads and railways (including commuter rail), aircraft, ships, and barges.

“*Trustees*” means the Board of Trustees of the BCTID.

Section 1.02. Exhibit.

(a) The following Exhibit is attached to and made a part of this Agreement:

Exhibit A Cost Funding Summary

Exhibit A (including the amounts of the County Cost Funding Share, as set forth therein) may be amended from time to time by mutual agreement, evidenced by all Parties signing appropriate new Exhibits and substituting the same for the prior versions of those Exhibits. Such changes shall be effective as of the date designated in the replacement Exhibit; and all other terms and provisions of this Agreement shall remain in full force and effect.

Section 1.03. References to Parties. Any reference in this Agreement to the Board or the BCTID or to any officers of the Board or the BCTID includes those entities or officials succeeding to their functions, duties, or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Section 1.04. Statutory References. Any reference in this Agreement to a section or provision of the Constitution of the State, or to a section, provision, or chapter of the ORC shall include such section, provision, or chapter as modified, revised, supplemented, or superseded from time to time; *provided, however*, that no amendment, modification, revision, supplement, or superseding section, provision, or chapter shall be applicable solely by reason of this Section if it constitutes in any way an impairment of the rights or obligations of the Board or the BCTID under this Agreement.

Section 1.05. Adverbs; Other References. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms used in this Agreement refer to this Agreement; and, unless otherwise indicated, references in this Agreement to articles, sections, subsections, clauses, exhibits, or appendices are references to articles, sections, subsections, clauses, exhibits, or appendices of this Agreement.

Section 1.06. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context or sense of this Agreement or any article, section, subsection, or clause herein may require, the same as if such words had been fully and properly written in the appropriate number and gender.

Section 1.07. Captions. The captions or headings at the beginning of each article and section of this Agreement are merely guides or labels for the convenience of the Parties to assist in identifying those articles and sections, are not intended to be a part of the context of this Agreement, and shall not be deemed to modify, to explain, to enlarge, or to restrict any of the provisions hereof.

Section 1.08. Ambiguity. The Parties have participated jointly in the negotiation and drafting of this Agreement. Should any ambiguity or question of intent or interpretation arise with respect to any provision of this Agreement, including any exhibit hereto, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement.

Section 1.09. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but, if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Article 2. Scope of Agreement

Section 2.01. BCTID Transportation Improvement Program. The Parties have acknowledged and agreed that it is essential to the welfare of the people in the County that the Parties cooperate to the greatest extent practical in endeavors designed to contribute to the improvement of the prosperity, health, safety, and welfare of all of the people of the County and to promote industry, commerce, distribution, and research activity in all of the County. The Parties therefore agree to cooperate in the development, coordination, and implementation of short-range and long-range Projects in the County as identified and established by the BCTID, in conjunction with the Local Project Sponsors, and, as appropriate, in conjunction with ODOT and BEL-O-MAR, that are consistent with the goals and policies set forth in Section 2.02. The Parties acknowledge and reaffirm their mutual belief that a collaborative process that balances viewpoints, interests, and regulatory requirements will, among other benefits, achieve the following results:

- (a) improvement in the efficiency and modal options of the Transportation System for all its users;
- (b) improvement in the movement of through traffic;
- (c) enhancement and protection of the public health and safety of travelers and of communities that transportation facilities traverse;
- (d) improvement in the economy, social fabric, and overall livability of the County; and
- (e) satisfaction of applicable federal, state and local plans, policies, and regulations.

Section 2.02. Goals and Policies of the BCTID. The goals of the BCTID envisioned by Section 2.01, and the policies and related action strategies to implement and attain those goals, include, but are not limited to, the following:

- the preparation and implementation of a long-range plan, in collaboration with the BEL-O-MAR, ODOT, and other affected political subdivisions and governmental agencies, and with positive citizen engagement, that identifies transportation-related deficiencies and problems, identifies all potential sources of funding, provides clear direction, and seeks comprehensive, efficient, and cost-effective solutions for the Transportation System in the Township, the City and throughout the County and adjoining counties;
- the inclusion, integration, coordination, and utilization of the resources of all County political subdivisions, including the Township, the City, and County offices, including the County Engineer, to the fullest extent possible;
- a Transportation System that is integrated with and supports economic development strategies developed by the County and other political subdivisions in the County, including the Township, the City, and in coordination with BEL-O-MAR and ODOT;
- a Transportation System that is integrated with and supports local land use policies;
- a Transportation System that, where reasonable and practicable, provides efficient and cost-effective alternatives to expanding capacity, such as vanpool/carpool, Transportation Demand Management, bicycling, and walking;
- a multi-modal Transportation System, including mass transit, railways, and airways, that provides access (balancing needs and access rights) for goods, services, and people and intermodal connections for both passengers and freight;
- a Transportation System that provides access and mobility for all citizens, regardless of age, race, or handicap;
- a Transportation System that promotes safety for both users and non-users, *e.g.*, by increased capacity, design improvements, ITS technology, etc.;
- a Transportation System that minimizes energy consumption and vehicle emissions, *e.g.*, by reducing single occupant vehicles through such alternatives as vanpool/carpool and mass transit and by increasing efficiency, as by reducing travel time or vehicle miles traveled, managing demand to ease congestion, etc.;
- a Transportation System that minimizes and mitigates environmental impacts;
- a Transportation System that supports and meets the needs of sustained economic growth, including development, employment, housing, and tourism;
- a Transportation System that is consistent with local, regional, state and federal policies; and
- a Transportation System that assures that improvements are consistent with and support the values of communities and neighborhood structures, that maintains, enhances, and supports livability, and that fosters aesthetics.

Section 2.03. General Agreement Regarding Funding. The Parties acknowledge and agree as follows:

- (a) [The Board explicitly agrees hereunder to incur Project Cost expense in and by providing funding to the BCTID for its payment of Project Costs in connection with the U.S. 40 Connector Roadway Improvement Project, in accordance with and in the amounts set forth in the Cost Funding Summary attached hereto as Exhibit A and made part hereof.](#) The Board explicitly agrees to make payment of the County Cost Funding Share to the BCTID in the amount, and with such payment to be made, as set forth on the Cost Funding Summary attached hereto as Exhibit A and made part hereof.
- (b) The BCTID explicitly agrees to only utilize the funds provided in (a) above for Project Costs, and will allocate those funds for Project Costs further in accordance with Section 2.04 below.
- (c) In the event the BCTID does not receive payment due, pursuant to (a) above, the BCTID will immediately notify the County in writing, by both facsimile transmission and via electronic mail, that it has not made its payment and that the payment is due immediately.
- (d) The provisions of this Agreement may not be altered or amended without the express written consent of all of the parties hereto.

Section 2.04. Application of the County Cost Funding.

(a) The BCTID will apply the County Cost Funding for the sole purpose of paying Project Costs and expenses related to the U.S. 40 Connector Roadway Improvement Project, and for securing reimbursement grant funding obtained by the BCTID to finance the development and construction of the U.S. 40 Connector Roadway Improvement Project.

(b) The County Cost Funding shall be deposited and maintained by the BCTID in such accounts and accounted for as mutually agreed upon and authorized by the Parties and in accordance with all applicable laws, regulations, agreements, covenants, and accepted accounting standards.

(c) The Parties acknowledge and agree (1) that the County Cost Funding Share constitutes an explicit commitment of Cost Funding by the County, in the amount of \$1,900,000.00; (2) that the BCTID is relying upon the Cost Funding commitment to facilitate the planning, development, coordination, implementation and construction of the U.S. 40 Connector Roadway Improvement Project and for securing Grant Funds obtained by the BCTID, and will utilize the Cost Funding and any such Grant Funds to pay for Project Costs so as to advance the development, planning, financing, design, engineering, management, construction relating to or in connection with the U.S. 40 Connector Roadway Improvement Project, and expenses directly related thereto, in accordance with ORC Sections 5540.02 (C) and (D) and other related provisions of Chapter 5540 and applicable law.

Section 2.05. Additional Agreements of the BCTID. As long as this Agreement remains in effect, the BCTID may contribute the following:

- (a) such additional funds as the Parties may mutually agree, at any time and from time to time, shall be necessary to the planning, coordination, implementation and construction of U.S. 40 Connector Roadway Improvement Project in the RTIP; and
- (b) such services of or obtained through the BCTID as the Parties may mutually agree, at any time and from time to time, shall be necessary (1) for the planning, development, coordination, implementation and construction of U.S. 40 Connector Roadway Improvement Project and/or (2) to support the related administrative, economic development, and project management endeavors of the County, and political subdivisions located therein, including, but not limited to, the Township, the City and other affected political entities, and governmental agencies, wherever possible.

Section 2.06. Additional Agreements of the Board. As long as this Agreement remains in effect, the Board may contribute, but is not obligated, to the BCTID the following:

- (a) such loans and grants as the Parties may mutually agree, at any time and from time to time, shall be necessary for or in aid of the planning, development, design, construction, maintenance, or repair of U.S. 40 Connector Roadway Improvement Project; and
- (b) such other aid or contributions of money, property, labor, or other things of value as the Parties may mutually agree, at any time and from time to time; *provided, however*, that any such loans, grants, and contributions to the BCTID shall be held, used, and applied by the BCTID only for the purposes for which such loans, grants, and contributions are made.

Section 2.07. Relationship of the Board and the BCTID.

(a) Neither this Agreement nor the relationship between the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, master and servant, or principal and agent. Neither Party shall have any authority to make, and neither Party shall make, any representations, warranties, or statements on behalf of the other, and neither Party hereto shall bind, or be liable for the debts or obligations of, the other. In the performance of its services hereunder, the BCTID is and shall at all times be an independent contractor, free and clear of any dominion or control by the Board, except as specifically provided herein. The number of employees used by the BCTID in the performance of its obligations hereunder, their selection, and the hours of labor and the compensation for services performed shall be determined by the BCTID. Each Party shall pay, and shall be solely responsible for, its operating expenses, including, but not limited to, the wages of its employees and any and all taxes, licenses, and fees levied or assessed on such Party in connection with or incident to the performance of this Agreement by any governmental agency for unemployment compensation insurance, old age benefits, social security, or any other taxes on the wages of such Party, its agents, its employees, and its representatives.

(b) Nothing in this Agreement shall (1) modify, alter, or impair in any way any pre-existing contractual arrangement or agreement between either the County or the Board and the BCTID or (2) preclude the County and the BCTID from entering into other agreements with respect to matters not specifically addressed in this Agreement.

Section 2.08. Extent of Covenants; No Personal Liability. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, trustee, officer, agent, or employee of any Party in other than his or her official capacity; and neither the members of the Board or any member of the County, or the Trustees, or any member of the BCTID, nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement or by reason of the covenants, obligations, or agreements of the Parties contained in this Agreement.

Section 2.09. Liability of the BCTID and the Board. Neither Party shall have any liability to the other Party for any mistakes or errors in judgment or for any act or omission believed in good faith to be in the scope of authority conferred upon such Party by this Agreement. The fact that a Party has acted or not acted pursuant to the instructions of the other Party or has obtained the advice of legal counsel that an act or omission is within the scope of the authority conferred by this Agreement shall be conclusive evidence that such Party believed in good faith such act or omission to be within the scope of the authority conferred by this Agreement.

Section 2.10. No Third-Party Beneficiary. Only the Parties shall have any rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be third-party beneficiaries of this Agreement.

Article 3. Representations and Further Agreements

Section 3.01. Representations of the BCTID. To induce the Board to enter into this Agreement, the BCTID represents to the Board as follows:

- (a) it is a transportation improvement district and a body both corporate and politic duly organized and validly existing under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the BCTID and the Trustees; and this Agreement, when executed and delivered by the BCTID, will constitute a legal, valid, and binding obligation of the BCTID; and
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the BCTID or (2) result in a default under any agreement or instrument to which the BCTID is a party or by which it is bound.

Section 3.02. Representations of the Board. To induce the BCTID to enter into this Agreement, the Board represents to the BCTID as follows:

- (a) it is the duly constituted and duly elected governing body of the County under the laws of the State;
- (b) it has full power and authority to execute and to deliver this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on the part of the Board; and this Agreement, when executed and delivered by the Board, will constitute a legal, valid, and binding obligation of the Board and the County;
- (d) the execution, delivery, and performance of this Agreement do not, and will not, (1) violate any provision of law applicable to the Board or (2) result in a default under any agreement or instrument to which either the Board or the County is a party or by which either the Board or the County is bound; and,

- (e) the pledge of the County Pledged Amount by the Board is a pledge of the full faith and credit of the County and shall be included in the calculation of debt limitations as they relate to the County.

Section 3.03. Challenge to Agreement. In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, both Parties shall fully cooperate to vigorously defend the Agreement. If only one Party is named as a party to the action, the other Party shall seek to intervene, and the named Party shall support such intervention.

Section 3.04. Good Faith and Fair Dealing. The BCTID and the Board hereby acknowledge that this Agreement imposes upon each of them a duty of good faith and fair dealing in its implementation.

Section 3.05. Notice of Disagreement. The BCTID and the Board acknowledge and agree that the performance of certain of the agreements contained herein is to be undertaken in a mutual and cooperative fashion, and, to ensure such cooperative effort, each Party agrees promptly to notify the other of disagreements arising hereunder and to act in good faith to promptly resolve such disagreements.

Section 3.06. Assignment. Neither the BCTID nor the Board may assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other, which consent shall not unreasonably be withheld.

Section 3.07. Amendment; Waiver. This Agreement may not be modified, altered, amended, or discharged, or any rights hereunder waived, except by an instrument in writing executed by the Party to be charged with such modification, alteration, amendment, discharge, or waiver. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such term, provision, or condition or as a waiver of any other term, provision, or condition of this Agreement.

Section 4. Term; Remedies

Section 4.01. Term. This Agreement shall become effective on the Effective Date. Unless sooner terminated pursuant to the other provisions of this Agreement, the term of this Agreement shall be for a period of five (5) years from and after June 18, 2014 (the "Term").

Section 4.02. Termination. So long as any amount of the County Cost Funding Share is outstanding and unpaid, this Agreement shall not be terminated, unless otherwise agreed upon by the Parties. If no County Cost Funding Share is outstanding, this Agreement will terminate, prior to the expiration of the Term, upon the occurrence of any of the following events:

- (a) the mutual agreement of the Parties to terminate this Agreement with respect to the funding of the U.S. 40 Connector Roadway Improvement Project; or
- (b) the completion of the U.S. 40 Connector Roadway Improvement Project and upon full payment of the County Cost Funding Share and utilization of any available Grant Funds.

Section 4.03. Remedies. In the event of a breach of this Agreement, the Aggrieved Party may seek specific performance of this Agreement by the Breaching Party in addition to any other remedies now or hereafter existing at law or in equity; and the Breaching Party shall pay the attorney fees reasonably incurred by the Aggrieved Party in seeking remedies for the breach.

Section 4.04. Remedies Not Exclusive. No remedy conferred upon or reserved to any Party in this Agreement is intended to be exclusive of any other remedy provided or permitted in this Agreement or by applicable law, but each shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this Agreement to any Party or to which any Party may be otherwise entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by such Party, and any Party may pursue inconsistent remedies.

Section 4.06. Waiver of Breach. No waiver by either Party will be effective unless it is in writing and then only to the extent specifically stated and is agreed to by the Parties. No failure on the part of either Party to exercise, and no delay in exercising, any right, power, or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, or remedy by either Party preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. Failure of either Party to demand strict performance of the provisions of this Agreement by the other Party, or any forbearance by either party in exercising any right or remedy hereunder or otherwise afforded by law, shall not constitute a waiver by such Party of any provision of this Agreement. Any condition, term, or covenant in this Agreement that is not complied with will be considered a breach.

Article 5. Miscellaneous

Section 5.01. Time Is of the Essence. Time is of the essence in the compliance with the terms and conditions of this Agreement. Whenever, under the terms of this Agreement, the time for performance falls on a Day other than a Business Day, such time for performance shall be on the next Business Day.

Section 5.02. Notices.

(a) Except as otherwise provided herein, any notice provided for in this Agreement shall be in writing and shall be deemed to have been duly given as follows:

- (1) upon receipt, when delivered personally to a Party at its address as hereinafter set forth; or
- (2) one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as hereinafter set forth; or
- (3) on the third Business Day after being mailed by United States mail, registered or certified, return receipt requested, postage prepaid, addressed to a Party at its address as hereinafter set forth; or
- (4) upon confirmation of receipt by telephone at the number specified for confirmation, if sent by facsimile transmission to a Party at its facsimile number as hereinafter set forth.

(b) All notices to be given to the BCTID pursuant to this Agreement shall be sent to the BCTID at the following address:

The Belmont County Transportation Improvement District
c/o Dennis Bigler
100 North Market Street, P.O. Box 537
St. Clairsville, OH 43950
Facsimile: (740) 695-4069

(c) All notices to be given to the Board pursuant to this Agreement shall be sent to the Board at the following address:

Board of County Commissioners
Attention: Jayne Long, Clerk
101 W. Main St
St. Clairsville, OH 43950
Facsimile: 740-699-2156

(d) Either Party may at any time change its address and/or facsimile number for such notices, requests, demands, or statements by giving the other Party written notice thereof in accordance with Section 5.02(a).

Section 5.03. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio in all respects, including matters of construction, validity, and performance.

Section 5.04. Entire Agreement. This Agreement (including the recitals and exhibits hereto, which are by this reference incorporated herein and made a part hereof) sets forth all understandings between the Parties respecting the subject matter of this transaction, and all prior agreements, understandings, and representations, whether oral or written, representing this subject matter are merged into and superseded by this written Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, to explain, or to vary any of the terms of this Agreement.

Section 5.05. Binding Effect. This Agreement, and the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of the Parties and, subject to the prohibitions on assignment set forth herein, their respective administrators, successors, and assigns.

Section 5.06. Counterparts; Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts. The Parties further agree that facsimile signatures by the Parties shall be binding to the same extent as original signatures.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Intergovernmental Agreement has been duly executed and delivered for, in the name of, and on behalf of the Board and the BCTID by their duly authorized officers, all as of the Effective Date.

BCTID:
**THE BELMONT COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**
By: Dennis Bigler /s/
Dennis Bigler, Chairman

Board:
**THE BOARD OF COUNTY
COMMISSIONERS OF
BELMONT COUNTY, OHIO**
By: Matt Coffland /s/
Matt Coffland, President
By: Mark A. Thomas /s/
Mark A. Thomas, Vice-President
By: _____

Approved as to form:
David K. Liberati /s/ Assistant
Prosecuting Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned, the Fiscal Officer of Belmont County, Ohio (the "County"), hereby certifies that the moneys required (if any) to meet the obligations of the County for the year 2014 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of the County or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. To the extent applicable and pursuant to ORC § 5705.44, the Fiscal Officer of the County covenants that any requirement herein of an expenditure of the County money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. This Certificate is given in compliance with ORC § 5705.41 and § 5705.44.

Dated: July 29, 2014
Andrew L. Sutak /s/
Andrew L. Sutak, Fiscal Officer,
Belmont County

**EXHIBIT A
COUNTY COST FUNDING SHARE**

"County Cost Funding Share" **\$1,900,000.00**, and the Parties agree that this total amount of \$1,900,000.00 is due and payable to the BCTID, to its designated Project account, within 10 calendar days of the date the BCTID Board of Trustees takes action, by resolution, authorizing and approving commencement of acquisition activities to obtain the real property interests necessary for the U.S. 40 Connector Roadway Improvement Project right-of-way and/or related Project construction activities.

BCTID:
**THE BELMONT COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT**
By: Dennis Bigler /s/
Dennis Bigler, Chairman

Board:
**THE BOARD OF COUNTY
COMMISSIONERS OF
BELMONT COUNTY, OHIO**
By: Matt Coffland /s/
Matt Coffland, President
By: Mark A. Thomas /s/
Mark A. Thomas, Vice Pres.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: ODNR REQUEST FOR MINE SAFETY TRAINING SITE: – Mr. Thomas said he spoke this morning with Larry Merry, Port Authority Director, concerning the ODNR's request for land for their mine safety training site. Mr. Thomas and Mr. Coffland both spoke with Gene Wells from ODNR. Mr. He said they are looking for 10 level acres to lease or buy near I-70 with water and sewer to build a building. Mr. Thomas said the Board needs to reach out to private landowners regarding ODNR's request. Mr. Merry said he's not sure if this is a project that he would propose for the Eastern Ohio Regional Industrial Park (EORIP). He said there are no employees at the training center so it's not the best use of investment for the Industrial Park. Mr. Thomas asked Mr. Merry where we are realistically with water and sewer at the industrial park. Mr. Merry said the plans for the sewer are being drawn up now; the electric will be in the park in 2 months and sewer, hopefully, by winter.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING**

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

Upon roll call the vote was as follows:

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

Read, approved and signed this 25th day of June, 2014.

_____ COUNTY COMMISSIONERS

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

_____ PRESIDENT

_____ CLERK