

St. Clairsville, Ohio

July 29, 2015

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.

Claim of	Purposes	Amount
A-The CIMA Companies, Inc.	Liability protection-Public Defender/General Fund	2,972.55
S-Comcast	Internet/Juvenile Court Computer Fund	79.90
S-Crossroads Counseling	Treatment services/Smart Ohio Pilot Grant	13,436.13
S-Digital Data Communications	File Sync tool/Probate Court Conduct Business Fund	205.00
S-McGhee & Company	CCAP Desks & Chairs/Title IV-E Oakview/Juv. Court Fund	7,875.00
S-Supreme Court of Ohio	Registration & Fees/Juvenile Court-Gen. Special Projects Fund	350.00
S-United Bank – Commercial Loans	Armory property mortgage/Port Authority Fund	1,793.62

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 July 29, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$16,981.07
A-GENERAL/COMMON PLEAS	\$1,231.66
A-GENERAL/AUDITOR	\$227.47
A-GENERAL/ENGINEER	\$1,931.98
A-GENERAL/PROBATE	\$2,398.27
A-GENERAL/911	\$939.99
B-Dog Kennel	\$15.64
G-Lodging Excise Tax	\$83,000.00
H-Job & Family, CSEA	\$32,364.00; \$1,794.93
H-Job & Family, Family Children First	\$324.00
H-Job & Family, Public Assistance	\$143.00; \$2,104.58; \$2,050.00
H-Job 7 Family, WIA Area 16	\$20,000.00
H-Job 7 Family, WIA-Belmont	\$4,847.37; \$6,985.92
J-Real Estate Assessment	\$1,672.85
K-Engineer MVGT	\$55,358.40
N-Capital Projects-Facilities	\$115.83
N-Capital Projects-Senior Centers	\$79,840.77
P-Oakview Admn. Bldg.	\$323.11
P-Sanitary Sewer District	\$54,214.95; \$37,729.97; \$1,132.40; \$11,616.07; \$208.10; \$68.45
S-CCW	\$3,328.00
S-Certificate of Title Admn. Fund	\$114.24
S-District Detention Home	\$3,337.55
S-Job & Family, Children Services	\$1,560.08; \$25,353.35
S-Northern Ct. General Special Projects	\$49.26
S-Oakview Juvenile Residential Center	\$162,117.58
S-Senior Services	\$21,941.17
T-Sanitary Sewer District	\$629.96
U-Sheriff Reserve Account	\$1,237.40
W-Law Library	\$1,350.11
W-Prosecutor Victim Assistance	\$40.95

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. Thomas, seconded by Mrs. Favede to approve the following transfers within fund for the following funds:

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S72.000 Capital Repairs	\$2,130.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****FEBRUARY 18, 2015****

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND

E-1511-W080-P01.002	Salaries	\$1,200.00
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****JULY 29, 2015****

S77 COMMUNITY BASED CORRECTIONS ACT GRANT/ADULT PROBATION

E-1520-S077-S01.002	Salaries	\$17,386.75
E-1520-S077-S02.005	Medicare	\$252.00
E-1520-S077-S03.003	PERS	\$2,434.25
E-1520-S077-S04.006	Hospitalization	\$3,184.00
E-1520-S077-S05.004	Workers Comp	\$313.00

W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND

E-1511-W080-P01.002	Salaries	\$4,206.45
E-1511-W080-P05.003	PERS	\$1,283.00
E-1511-W080-P07.006	Hospitalization	\$430.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS – Michael Schlanz to travel to Wheeling, WV, on July 31, to attend Tunnel Ridge Road Rapid Response Meeting. Estimated expenses: \$12.00.

SENIOR SERVICES – Daisy Braun and seniors to travel to Kidron, OH, on August 13, 2015, for outing to Amish Country with Bethesda and Flushing centers. Tina Burkhart, Janet Neuman, John Carlier and Gary Armitage to Cambridge, OH on July 29, 2015 for AAA9 Title III & Passport Provider meetings.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meetings of June 17, 2015.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO SUBSIDY GRANT AGREEMENT WITH OHIO DEPT. OF REHAB AND CORRECTION FOR SMART OHIO PILOT FUNDING/ COMMON PLEAS COURT/ADULT PROBATION

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a Subsidy Grant Agreement with the Ohio Department of Rehabilitation and Correction, on behalf of Belmont County Common Pleas Court and Adult Probation Office, for **Smart Ohio Pilot Funding** for the grant period from July 1, 2015 to December 31, 2016 in an amount not to exceed \$250,000.00.

Note: This is to help provide resources to the Common Pleas Court for alternative sentencing options for low-level, non-violent felony offenders in the community using evidence based practices and community based treatment programs.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION
SUBSIDY GRANT AGREEMENT FOR
SMART OHIO PILOT FUNDING**

THIS GRANT AGREEMENT (hereinafter referred to as Agreement) pursuant to authority in Section 5149.30 et seq. of the Ohio Revised Code (RC) is made and entered into effective this _____ day of _____, 2015 by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), 770 West Broad Street, Columbus, Ohio and Belmont County, Ohio (hereinafter referred to as Grantee), 101 W. Main Street, St. Clairsville, Ohio 43950.

WHEREAS, the Grantee has submitted a Statement of Interest in response to Grantor's Request for Qualifications which makes funds available through the SMART Ohio Pilot Funding Grant, and

WHEREAS, the Grantor is authorized, pursuant to section 5149.30 et seq. of the Ohio Revised Code, to determine and award grant funds to assist local governments in community-based law enforcement services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, the parties hereto agree as follows:

1. **Treatment Services Model:** The Grantor awards to the Grantee the sum of **\$250,000**, to be paid in five equal installments for the term beginning with the effective date of this Agreement and ending December 31, 2016 subject to the terms and conditions of this Agreement, unless extended or renewed by written agreement of both parties or otherwise terminated as provided herein, but in no event shall this Agreement extend beyond September 30, 2017. Total expenditures for the grant period from July 1, 2015 to December 31, 2016 will not in any case exceed \$250,000. The installments will be paid in the following manner:

FY16 – Four payments of \$43,750 for a total of \$175,000.

FY17 – Two payments of \$37,500 for a total of \$75,000.

2. The amount specified in paragraph 1 of this Agreement is subject to appropriation by the Ohio General Assembly of the Grantor's proposed Community Non-Residential Programs subsidy (407) budget amount for Fiscal Year 2016 and 2017. The parties agree that the Grantor may modify the amount in paragraph 1 if such appropriation is less than such proposed amount proposed to the Legislature by Grantor. The modified amount shall be determined solely by Grantor within its discretion.

3. During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantor's Statement of Interest (hereinafter referred to as Program Services) in response to Grantor's Request for Qualifications which are attached hereto and incorporated herein, in order to obtain funds available through the SMART Ohio Pilot Funding Grant. Any significant program change or reduction requires the prior written approval of the Grantor. In the event such change or reduction is approved, the Grantor may make appropriate changes in funding under this Agreement.

4. In the event that the Grantee wishes to terminate this Agreement, the Grantee may do so upon sending written notice to the Grantor. In such event, in compliance with rule 5120:1-5-07 of the Ohio Administrative Code, the Grantee shall refund to the Grantor any funds paid to the Grantee which represents funding for Program Services not yet rendered as determined by a financial audit completed by the Grantor.

5. The Grantor's Bureau of Community Sanctions shall monitor grant activities during the grant period. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. Should this fail, the Grantee can appeal to the Grantor's Managing Director of Courts and Community for final resolution.

6. The Grantor will make payments by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the total Grant award has been expended.

7. None of the persons who will staff and manage the Program Services, including those who are receiving some or all of their salaries out of these Grant funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

8. The Grantee will make a reasonable effort to supplement the Grant funding under this Agreement to further support the Program Services. Consequently, the Grantee will comply with RC 5149.33 which states:

No municipal corporation, county, or group of counties receiving a subsidy under division (A)(1) of section 5149.31 of the Revised Code shall reduce, by the amount of the subsidy it receives or by a greater or lesser amount, the amount of local, nonfederal funds it expends for corrections, including, but not limited to, the amount of local, nonfederal funds it expends for the operation of the county, multicounty, municipal, municipal-county, or multicounty- municipal jail or workhouse, for any county or municipal probation department, or for any community corrections program. Each subsidy shall be used to make corrections expenditures in excess of those being made from local, nonfederal funds. No subsidy or portion of a subsidy shall be used to make capital improvements. If a recipient violates this section, the

department of rehabilitation and correction may discontinue subsidy payments to the recipient.

9. **Program Evaluation:** The Grantee shall prepare and submit pursuant to the Grantor's instructions, the following reports:

A. Progress Reports comprised of statistical data and other information. The Grantee shall maintain internet access for data transmission into the Grantor's management information systems.

B. Financial reports submitted on a quarterly basis, 15 calendar days after the end of each quarter, as listed below:

- a. 1st quarter report due October 15, 2015.
- b. 2nd quarter report due January 15, 2016.
- c. 3rd quarter report due April 15, 2016.
- d. 4th quarter report due on July 15, 2016.
- e. 5th quarter report (1st FY17 quarter) due on October 15, 2016.
- f. 6th quarter report (2nd FY17 quarter) due on January 15, 2017.

C. A final fiscal report submitted on October 31, 2017 or within 45 days from the date all grant funds have been expended, whichever date occurs first.

Failure to comply with any of these report requirements may result in the withholding of payments under this Agreement until such time as Grantee so complies. The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services.

10. **Compliance:** All expenditures made by the Grantee with funds received through this Agreement shall be governed by laws of the State of Ohio. Failure of the Grantee to comply with the rules of Chapter 5120:1-5 (Community Based Corrections Program) of the Ohio Administrative Code which are applicable under this Agreement may be cause for the Grantor to terminate this Agreement or further funding under this Agreement. Furthermore, the sum in paragraph 1 of this Agreement may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Statement of Interest; or
- B. There is a financial or audit disclosure involving misuse of Grant funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce said sum shall be given in writing to the Grantee no later than sixty (60) days prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a request for reconsideration to the Grantor's Managing Director of Court and Community.

11. **Conflicts of Interest and Ethics Compliance.** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

12. **Certification of Funds.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantor's funding source.

13. **Compliance with Laws.** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

14. **Drug Free Workplace.** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

15. **Campaign Contributions.** Grantee hereby certifies that all applicable parties listed in Division (I) (3) or (J) (3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of O.R.C. Section 3517.13.

16. **Entire Agreement or Waiver.** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto.

A. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

B. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

17. **Notices.** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.

18. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

19. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

20. **Controlling Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance there under.

21. **Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or

in part by Grantee, without the prior written consent of Grantor.

22. **Finding for Recovery.** Grantee warrants that it is not subject to an “unresolved” under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void *ab initio* and Grantee shall immediately repay to Grantor any funds paid under this Agreement.

23. **Execution.** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

FOR THE GRANTOR:

Christopher Galli Date
ODRC Chief, Bureau of Community Sanctions

Cynthia Mausser Date
ODRC Managing Director of Court and Community

FOR THE GRANTEE:

It is hereby certified that the Board of County Commissioners has properly agreed to the terms of this Agreement and has designated the undersigned to sign on behalf of the Board.

Mark A. Thomas /s/ 7/29/15

County Commissioner Date

Ginny Favede /s/ 7/29/15

County Commissioner Date

Matt Coffland /s/

County Commissioner Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING
THE SIGNING OF THE AAA9 TITLE II AND STATE BLOCK GRANT
APPLICATION FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the Area Agency on Aging Region 9 (AAA9) Title III and State Block Grant Application on behalf of Senior Services of Belmont County.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING
THE REQUEST OF HULL & ASSOCIATES FOR ACCESS TO COUNTY
PROPERTY FOR PRE-DRILLING WATER ANALYSIS FOR GULFPORT ENERGY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the request of Hull & Associates for access to county property, parcel ID #52-00555.000, located in Powhatan Point, York Township, to perform a pre-drilling water analysis for Gulfport Energy Corporation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE RIGHT-OF-WAY
EASEMENT FOR AMERICAN ELECTRIC POWER FOR
LINE RELOCATION ON SR 331 ODOT PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Right-Of-Way Easement agreement with American Electric Power in the amount of \$1.00, for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the property located in Richland Township, Section 28, T-7, R-4.Easement No. OH155638

AET Easement & Right of Way

BELMONT COUNTY COMMISSIONERS, Belmont County, Ohio, “Grantor(s)”, in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 850 Tech Center Drive, Gahanna, OH 43230-6605, “Grantee”, the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licensees and tenants, a right of way and easement, “Easement” for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in Richland Township, Belmont County, Ohio, and being part of the SE 1/4 of Section No. 28, Township No. 7, Range No. 4, containing a 34.1878 acre tract of land of Grantor as described in Official Records Volume N, Page 177 of the Belmont County Recorder’s Office (Auditor Parcel No. 32-60014.000).

The easement shall be 30 feet wide, lying 15 feet on each side of the facilities as constructed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement’s use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: poles, anchors, guys, supporting structures, conductors, conduits, enclosures, grounding systems, foundations, manholes, transformers, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee’s option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee’s reasonable judgment endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee’s written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee’s design standards, and, for underground lines, permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee’s Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee’s use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement of the 29th day of July, 2015.

By: Mark Thomas /s/

Mark Thomas, Commissioner
By: Ginny Favede /s/
Ginny Favede, Commissioner
By: Matt Coffland /s/
Matt Coffland, Commissioner

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER #1
FOR THE JAMES WHITE CONSTRUCTION CO.
FOR THE OHIO VALLEY MALL FORCE MAIN PROJECT/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve Change Order #1 for the James White Construction Co. in the amount of \$11,872.30, for the Ohio Valley Mall Force Main Project, based upon the recommendation of Mark Esposito, BCSSD Director. This is for additional work on Ebbert North Road and will be paid out of the N-80 fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS
FOR THE WATER TREATMENT PLANT/WATER STORAGE TANK/
SANITARY SEWER DISTRICT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the Water Treatment Plant – Water Storage Tank project for the Belmont County Sanitary Sewer District, based upon the recommendation of Mark Esposito, Director.

ADVERTISEMENT FOR BIDS

BELMONT COUNTY COMMISSION
BELMONT COUNTY, OHIO

Sealed bids for **Water Treatment Plant Finished Water Storage Tank** will be received by the Belmont County Commission at the Commission's office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until **10:00 a.m.** local time, **Wednesday, August 19, 2015** and then at said office publicly opened and read aloud.

The Contract Specifications may be examined at the following location:

Builders Exchange, Inc. – Cleveland

9555 Rockside Rd., Suite 300
Cleveland, OH 44125

OVCEC

21 Armory Drive
Wheeling, WV 26003
304-242-0520

Vaughn, Coast & Vaughn, Inc.

154 South Marietta St.
St. Clairsville, OH 43950
(740) 695-7256

Belmont County Commission

Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Method of Bidding will be as follows: **LUMP SUM CONTRACT** for the Water Treatment Plant Finished Water Storage Tank:

CONTRACT to construct a 64 foot diameter by 62 foot tall, 1,497 Mgal water storage standpipe complete with concrete foundation and a precast concrete valve vault housing a two-way altitude valve; including mobilization, demobilization, site preparatory work, designated piping modifications, tank disinfection, site restoration and all other work required to place tank into service, described in the CONTRACT DOCUMENTS.

Bidding Documents may be obtained from the office of Vaughn, Coast & Vaughn, Inc., 154 South Marietta St., St. Clairsville, OH, 43950, (740) 695-7256.

A deposit will be required for the Bidding Documents as follows:

Contract 1 **\$ 100.00** (No refund)

The above stated deposit is required before the documents can be made available. Bids will be accepted from only those Bidders who obtain documents from the Engineer's office. Bidders who submit a Bid must be a Plan Holder of Record at the Engineer's office.

Bidders must comply with the following:

- A. Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.
- B. A Resolution passed by the Belmont County Board of Commissioners on March 16, 2001, entitled, "Protecting our workers and to take all necessary measures to halt the injurious dumping of Foreign Steel in Belmont County, Ohio." Copies of this resolution may be obtained from the Clerk of the Board of Commissioners.
- C. The Belmont County Commissioners reserve the right to reject any or all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated. The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications contain a Bidder's Profile designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.
- D. Certificate of Compliance with Ohio Revised Code 3517.13.
- E. Government Business and Funding Contracts in accordance with Ohio Revised Code 2909.23.
- F. All work done under this Contract is subject to State of Ohio requirements concerning the payment of the prevailing wage rates.

Each bid shall be accompanied by a bid bond in the full amount of the bid; or a certified check, cashier's check, or letter of credit in an amount not less than ten percent of the total bid as a guaranty that if the bid is accepted, a contract will be entered into and its performance properly secured. Should any bid be rejected, such bid guaranty will be forthwith returned to the Bidder, and shall any Bid be accepted, such Bid Guaranty will be returned upon the proper execution and securing of the contract.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

By order of: BELMONT COUNTY COMMISSION

Bids may be sent to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

To be published 2 times: August 3, 2015 and August 10, 2015.

Please send proof of publication to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.

St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING INVOICE
#14-019.4 (PAY REQUEST #4) FOR GREENCORE DESIGNS, INC/
SSOBC COMMUNITY BUILDING PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the payment of Invoice #14-019.4 (Pay Request #4) for GreenCore Designs, Inc., in the amount of \$128,021.21 (\$120,000.00 lump sum for services, plus reimbursables) for the Senior Services of Belmont County Community Building project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING
PAY REQUEST NO. 2 FOR BELLAIRE
WATER CONNECTION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the execution of Pay Request Number 2 from the Village of Bellaire in the amount of \$4,380.28 for the Bellaire Water Connection project. *(NOTE: This is the balance due on this request after all available OPWC and ARC funds have been applied.)*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION
OF KATHY MARINO, ASSISTANT CLERK/COMMISSIONERS' OFFICE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the resignation of Kathy Marino, Assistant Clerk, Belmont County Commissioners' office, effective July 31, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION TO
ALLOW KATHY MARINO THE OPTION TO TRANSFER
HER UNUSED VACATION TIME AT THE COMMISSIONERS'
OFFICE TO THE RECORDER'S OFFICE**

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

Resolved that, subject to the approval of Kathy Marino's new appointing authority, the Belmont County Recorder, Kathy shall have the option to transfer her then unused vacation time at the Commissioners' office as her total starting balance as an employee under the Recorder (with bi-weekly pay-period accrual to follow).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING
FOR AN ASSISTANT CLERK FOR THE
BELMONT COUNTY COMMISSIONERS' OFFICE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for an Assistant Clerk for the Belmont County Commissioners' Office.

**JOB POSTING
ASSISTANT CLERK**

The Belmont County Board of Commissioners is currently accepting resumes for the full-time position (40 hours per week) of Assistant Clerk. Pay/Benefits: \$9.75 per hour plus health care, retirement (PERS), paid vacation, and sick leave.

Job Duties include but are not limited to:

- routine clerical and administrative support functions (i.e., answering phones, typing, filing, etc.)
- processing incoming and outgoing mail using electronic mail machine
- performing receptionist duties, operating a switchboard, and directing calls and visitors
- preparing statistical reports, general correspondence, and other office forms & documents
- record, deposit and track daily receipts
- compute quarterly life insurance chargebacks to various departments
- compute quarterly waived hospitalization chargebacks to various departments
- perform related work as directed

Job Requirements / Qualifications:

- High School Diploma or equivalent with two years of demonstrated work experience or advanced related education and training are preferred.
- Must be proficient in Microsoft Office and Excel and various office machines
- Must possess excellent written and oral communication skills and a professional demeanor
- Must be detail oriented and able to multi-task
- Must be self-directed, organized, a quick learner, and capable of cooperatively working with elected officials, department heads, and the general public.
- Must possess or be able to obtain a Notary Public commission.

Please submit resume and cover letter to the following address:

Belmont County Commissioners
Attn: Jayne Long, Clerk
101 Main Street
St. Clairsville, OH 43950

Deadline for applications: August 21, 2015-NO PHONE CALLS PLEASE

Belmont County is an Equal Opportunity Employer/ADA/AA

Times Leader Ad August 1, August 2, and August 9, 2015

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF CANDACE FLEAGANE AS AN INTERMITTENT EMPLOYEE FOR THE BELMONT COUNTY ANIMAL SHELTER **Motion rescinded on September 23, 2015**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Candace Fleagane as an intermittent employee for the Belmont County Animal Shelter beginning August 3, 2015 at the rate of \$8.45 per hour, not to exceed 1000 hours per year, with no county benefits.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE MENTAL HEALTH AND RECOVERY BOARD

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the appointment of Marsha McCort to the Mental Health and Recovery Board, for a four year term commencing July 1, 2015 and ending June 30, 2019, based upon the recommendation of the members of the Mental Health and Recovery Board:

Upon roll call the vote was as follows:

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

9:30 Agenda Item: Proclamation-Breastfeeding Awareness Month

Present to accept the proclamation were Mary Magers and Janey Ruskowski, certified lactation specialists, Belmont County WIC program. Both stressed the importance of community and workplace support for breastfeeding mothers.

IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF BREASTFEEDING AWARENESS MONTH 2015

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation in recognition of Breastfeeding Awareness Month.

***PROCLAMATION
IN RECOGNITION OF
BREASTFEEDING AWARENESS MONTH 2015***

WHEREAS, exclusive breastfeeding for the first six months of life as recommended by the American Academy of Pediatrics provides the best possible start to life in all areas of development; and

WHEREAS, the health benefits of breastfeeding for an infant include: a reduced risk of obesity later in life, reduced risk of sudden infant death syndrome, fewer ear and respiratory infections, a reduced risk of developing both juvenile and type-2 diabetes and an average increase of six points in IQ at age 6.5; and

WHEREAS, mothers receive benefits from exclusive breastfeeding that last a life time. Specifically, the longer that mothers breastfeed, the lower their BMI, blood pressure, triglycerides, waist circumference, and LDL cholesterol. Longer duration of breastfeeding also lowers mothers' risk of type-2 diabetes and metabolic syndrome. Evidence shows that mothers who exclusively breastfeed have a lower risk of depression; and

WHEREAS, a 2010 study published in *Pediatrics* found that if 90 percent of new mothers breastfed, the U.S. would save \$13 billion dollars per year in healthcare costs and may prevent more than 900 deaths. Breastfeeding also protects the environment by decreasing energy used to process formula and dispose of container waste; and

WHEREAS, despite these benefits, the CDC 2012 Breastfeeding Report Card found that only 62 percent of Ohio babies are fed any breast milk and only 11 percent of these babies are breastfed exclusively for six months as recommended; and

WHEREAS, the Surgeon General has issued a *Call to Action to Support Breastfeeding* which in part focuses on the need for communities to increase societal support for breastfeeding. Support of the community and society in general for the choice to breastfeed is essential for mothers to breastfeed exclusively for the recommended amount of time.

THEREFORE, The Board of Belmont County Commissioners hereby proclaims the month of August 2015 as "Breastfeeding Awareness Month" in Belmont County and encourages all citizens to recognize the efforts of breastfeeding families by providing support, encouragement and help so mothers can succeed with breastfeeding.

Adopted this 29th day of July, 2015.

BELMONT COUNTY COMMISSIONERS

*Ginny Favede /s/
Mark A. Thomas /s/
Matt Coffland /s/*

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM- Powhatan Village Councilmen Mr. Wallace and Mr. Dierkes (Council President) were present to thank the Commissioners for the \$50,000 (CDBG) grant funds they received from Belomar. Mr. Dierkes said four streets are to be completely paved which will benefit a lot of people. Commissioner Favede said she is disappointed the funding has gone down and encourages the federal government to restore this funding. She noted that it is very important to the townships and various entities who are struggling. Mr. Coffland said the board spends a lot of time and effort on spreading around what monies they have to work with. The board thanked Mr. Wallace and Mr. Dierkes for coming in person to express their appreciation.

IN THE MATTER OF ENTERING EXECUTIVE SESSION WITH JACK REGIS, FACILITIES MANAGER, AT 9:45 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Jack Regis, Facilities Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF EXITING EXECUTIVE SESSION AT 10:05 A.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to exit executive session with Jack Regis, Facilities Manager.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING THE HIRING
OF JOHN A. MCCORT FOR FULL-TIME HOUSEKEEPING/
MAINTENANCE/BUILDINGS AND GROUNDS DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of John A. McCort as a full-time housekeeping/maintenance employee for the Belmont County Buildings & Grounds Dept. at the rate of \$ 9.23 per hour beginning August 3, 2015, based upon the recommendation of Jack Regis, Belmont County Buildings and Grounds/Facilities Manager.

Note: This is to fill a vacancy due to a transfer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF DISCUSSION HELD
RE: COURTHOUSE ATTIC CLEANING**

Commissioner Favede said there are bird droppings and dead birds in the courthouse attic and the situation needs addressed. She said it creates a health hazard for employees and those that need access to the attic. She asked that the board consider moving on this on an emergency basis to accept the proposal that has been received. Mr. Thomas said he will ask the fiscal manager to prepare a motion.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION
WITH MARK ESPOSITO, BCSSD DIRECTOR, AT 1:00 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mark Esposito, Director, Belmont County Sanitary Sewer District, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

*Mrs. Favede stepped out of the meeting just prior to exiting executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 1:56 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to exit executive session at 1:56 p.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:00 P.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 2:00 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 5th day of August, 2015.

Matt Coffland /s/

Ginny Favede /s/ COUNTY COMMISSIONERS

Mark A. Thomas /s/

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

Mark A. Thomas /s/ PRESIDENT

Jayne Long /s/ CLERK