

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Josh Meyer and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.**

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

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

**IN THE TOTAL AMOUNT OF \$983,068.87**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A017-A00.000 Contingencies	E-0064-A002-09.000 Appellate Court District	\$6,154.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**S02 SHERIFFS POLICING REVOLVING FUND AND THE A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5102-S002-S01.002 Salaries	E-0131-A006-A02.002 Salaries	\$22,258.46
E-5102-S002-S02.005 Medicare	E-0256-A014-A07.005 Medicare	\$319.00
E-5102-S002-S03.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$3,424.27
E-5102-S002-S04.006 Health Insurance	E-0256-A014-A06.006 Health Insurance	\$1,689.41

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 3, 2018\*\***

**T11 BEL. CO. COMMISSIOENRS C.D.G.B. FUND**

E-9702-T011-T06.000	Home Program Inc. Expense	\$16,933.00
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**\*\*JANUARY 31, 2018\*\***

**E10 911 FUND**

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

E-2300-E011-E01.011	Contract Services	\$6,501.79
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**L05 WATERSHED COORDINATOR GRANT/BSWCD**

E-1815-L005-L01.002	Salary	\$1,000.00
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**S02 SHERIFFS POLICING REVOLVING FUND**

E-5102-S002-S01.002	Salaries	\$22,258.46
E-5102-S002-S02.005	Medicare	\$319.00
E-5102-S002-S03.003	PERS/SPRS	\$3,424.27
E-5102-S002-S04.006	Health Insurance	\$1,689.41

**OAKVIEW JUVENILE /VARIOUS FUNDS**

E-8010-S030-S40.000	Grant Holding	\$48,953.02
E-8010-S030-S51.002	Salaries	\$152,000.00
E-8010-S030-S53.000	Medical	\$2,500.00
E-8010-S030-S56.000	Motor Vehicles	\$300.00
E-8010-S030-S58.000	Communications	\$4,000.00
E-8010-S030-S59.000	Fuel/Utilities	\$20,000.00
E-8010-S030-S63.000	General	\$10,767.73
E-8010-S030-S66.003	PERS	\$25,000.00
E-8010-S030-S67.004	Workers Comp	\$8,180.19
E-8010-S030-S68.006	Hospitalization	\$48,000.00
E-8010-S030-S69.007	Unemployment Compensation	\$2,400.00
E-8010-S030-S70.005	Medicare	\$2,700.00
E-8010-S031-S02.000	Food (NSLA/Meal Tickets)	\$37.50

**S55 TARGETED COMM ALTR TO PRISON/ADULT PROBATION**

E-1545-S055-S01.000	Grant Expenses	\$41,942.00
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**W80 PROSECUTORS VICTIM ASSIST PROGRAM**

E-1511-W080-P01.002	Salary	\$2,226.09
E-1511-W080-P05.003	PERS	\$1,000.00
E-1511-W080-P07.006	Hospitalization	\$2,226.09
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P15.000	Rent	\$339.58
E-1511-W080-P16.000	Consultant	\$515.00

**W98 CEBCO WELLNESS GRANT**

E-1498-W098-W12.000	2017 Staywell Incentive	\$100.00
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**SHERIFF/VARIOUS FUNDS**

E-0131-A006-A07.000	Training	\$378.46
E-0131-A006-A09.000	Medical	\$1,850.50
E-0131-A006-A17.012	Cruisers	\$1,252.74
E-0131-A006-A23.000	Background	\$603.00
E-0131-A006-A24.000	E-SORN	\$705.00
E-0131-A006-A26.000	K-9	\$50.00
E-0131-A006-A28.000	Shop with a Cop	\$1,100.00
E-0131-A006-A29.000	Mounted	\$1,000.00
E-0131-A006-A32.000	Warrant Fee	\$1,360.00
E-1652-B016-B02.000	DUI	\$500.00
E-5100-S000-S01.010	Commissary	\$3,280.04
E-5101-S001-S06.000	CCW License	\$2,895.00
E-5101-S001-S07.012	CCW Equipment	\$2,985.00
E-9710-U010-U06.000	Reserve	\$18,340.87

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **W98 CEBCO WELLNESS GRANT FUND/STAYWELL INCENTIVE-\$100.00** deposited into R-1498-W13.500 on 1/25/18

*2017 Staywell Incentive*

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated \_\_\_January 31, 2017, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

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

**AUDITORS**-Roger Conroy to Sugarcreek, OH, on February 20, 2018, to attend the OMEGA meeting.

**DJFS**-Stephanie Hall, Christine DiNapoli, Brianna Harveth, Emily Taylor, Kathaleen Dobson, Melissa Regis, Ashley Bobek, Brad Ross, Janie Meintel, Cassidy Lohr, Jennifer Sechrest, Brenna Rocchio, Lori Bittengle and Jill Merryman to Zanesville, OH, on February 5-9, 2018, to attend the ECM Snap/Cash and Emp. Services training. County vehicles will be used for travel. Estimate expenses: \$1,040.00. Michelle Mobley, Larisa Hissom, Randy Fisher, Shelley Schramm, Hollee Goudy, Rosa Zeno, Jennifer Johnson-Collins, Melissa Ketzell and Christina Perry to Zanesville, OH, on February 12-19, 2018, to attend the ECM Snap/Cash and Emp. Services training. County vehicles will be used for travel. Estimate expenses: \$675.00. Valarie Gardner, Beth Johnson Judy Clovis and Mary Hagiloizou to Zanesville, OH, on February 23, 2018, to attend the Fraud Training/Claims Processing. A county vehicle will be used for travel. Estimated expenses: \$60.00. Valarie Gardner, Amber Wiley-Pelfrey, Tanya Mayberry, Christal Olack, Jonette Lowe, Teri Coleman, Mary Hagiloizou and Paula Goodson to Zanesville, OH, on February 27 to March 1, 2018, to attend the ECM Snap/Cash and Emp. Services Training. County vehicles will be used for travel. Estimated expenses: \$600.00. Michael Schlantz to Cadiz, OH, on February 2, 2018, to attend the COG meeting. Michael Schlantz to Columbus, OH, on February 14, 2018, to attend the OJFSDA Workforce Committee meeting. A county vehicle will be used for travel. Estimated expenses: \$30.00. Vince Gianangeli, Christine Parker and William Marinacci to Orlando, FL, on May 15-19, 2018, to attend the 25<sup>th</sup> Annual National Foster Care Conference. Estimated expenses: \$5,265.00

**HUMAN RESOURCES**-Katie Bayness to Columbus, OH, on date TBD, to attend the SERB Advanced Negotiations Seminar. A county vehicle will be used for travel. Estimated expenses: \$40.00.

**SENIORS**-Donna Steadman to Moundsville, WV, on February 6, 20 & 27, 2018, for a senior outing to the Four Seasons Pool. A county vehicle will be used for travel. Donna Steadman to Moundsville, WV, on February 16, 2018, for a senior outing to the Polkadot Café. A county vehicle will be used for travel. Shirley Jo Case, Daisy Braun, Kay Driscoll, Kelly Ann Fetzer, Sue Hines, Tish Kinney, Sue Neavin, Donna Steadman, Mary Beth Tennant, Ron Strader, Denise Starr and New Center Manager to Dublin, OH, on March 25-27, 2018, to attend the Ohio Association of Senior Centers (OASC) 2018 Annual Conference. A county vehicle will be used for travel. Estimated expenses: \$4,204.00.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 24, 2018.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement:

The Mental Health and Recovery Board is seeking applications to fill one position on that Board. Interested parties should contact Jayn Devny at the Mental Health and Recovery Board's office to request an application at 740-695-9998.

**IN THE MATTER OF SIGNING THE TITLE IV-D CONTRACT RENEWAL BETWEEN BELMONT COUNTY CSEA AND THE BELMONT COUNTY PROSECUTOR**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Title IV-D Contract renewal between the Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services, effective January 1, 2018 through December 31, 2018, in the maximum amount of \$68,012.25.

Note: Funding is 66% federal share and 34% local share.

Ohio Department of Job and Family Services

**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the Belmont County Prosecutor (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the Rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from January 1, 2018 through December 31, 2018, unless terminated earlier in accordance with the term listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.

2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: One hour of legal services rendered for the purposes of establishing paternity, establishing orders, enforcing orders, prosecuting criminal nonsupport cases, and performing other specified tasks as related to the CSEA and IV-D programs.. Contractor will only bill the CSEA for actual time worked on CSEA-initiated cases.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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4. **IV-D Contract Costs:**

4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$37.37 per Unit of Service as determined by:

- The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
- The procurement process for a IV-D Contract with a private entity.

4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$68,012.25

5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$23,124.16	Local Sources
FFP Reimbursement	\$44,888.09	
<b>Total IV-d Contract Cost</b>	<b>\$68,012.25</b>	

5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."

7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 A.M. and 4:30 P.M. on the following days Monday through Friday with the exception of the following days: all county and court holidays.

8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:

- **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
- **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.

9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.

11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.

12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.

14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such Insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.

- 16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
- 17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
- 18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
- 19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
- 20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
- 21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
- 22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

Signature of CSEA's Representative <i>Vince Gianangeli /s/</i>	Printed Name of CSEA's Representative Vince Gianangeli, Director
Date of Signature 1-18-18	
Signature of Contractor's Representative <i>Daniel P. Fry /s/</i>	Printed Name of Contractor's Representative Daniel P. Fry
Date of Signature 1-18-18	Printed Street Address of Contractor 147 W. Main St
Printed Title of Contractor's Representative Prosecuting attorney	Printed City, State, and Zip Code of Contractor St. Clairsville, OH 43950
Signature of County Commissioner or Representative <i>Mark A. Thomas /s/</i>	Date of Signature 1/31/18
Signature of County Commissioner or Representative <i>J. P. Dutton /s/</i>	Date of Signature 1/31/18
Signature of County Commissioner or Representative <i>Josh Meyer /s/</i>	Date of Signature 1/31/18
Signature of Prosecutor if required by County Commissioners <i>Daniel P. Fry /s/</i>	Date of Signature 1/18/18

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROSECUTING ATTORNEY'S FURTHERANCE OF JUSTICE ANNUAL REPORT FOR THE YEAR 2017**

Motion made by Mr. Dutton, seconded by Mr. Thomas to accept the Belmont County Prosecuting Attorney's Furtherance of Justice annual report for the year 2017 in accordance with O.R.C. Section 325.12.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF SIGNING THE TITLE IV-D CONTRACT  
RENEWAL BETWEEN BELMONT COUNTY CSEA AND  
THE BELMONT COUNTY COMMON PLEAS COURT MAGISTRATE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Title IV-D Contract renewal between Belmont County Child Support Enforcement Agency and the Belmont County Common Pleas Court Magistrate for administration of the support enforcement program, effective January 1, 2018 through December 31, 2018 in the maximum amount of \$ 30,664.85.

*Note: Funding is 66% federal share and 34% local share.*

Ohio Department of Job and Family Services

**IV-D CONTRACT**

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and Rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with the Belmont County Common Pleas Court Magistrate (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

**IV-D Contract Terms:**

1. **IV-D Contract Period:** The IV-D Contract is effective from January 1, 2018 through December 31, 2018, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: CSEA initiated entry that summarizes the Court's activity and results of any CSEA initiated case with or without a hearing. Magistrate will not bill for any non-CSEA initiated cases.  
The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA Initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
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**4. IV-D Contract Costs:**

- 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$21.90 per Unit of Service as determined by:
  - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
  - The procurement process for a IV-D Contract with a private entity.
- 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$30,664.85
5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.
- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal	\$10,426.05	Local Sources
FFP Reimbursement	\$20,238.80	
<b>Total IV-D Contract Cost</b>	<b>\$30,664.85</b>	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.
6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 8:30 A.M. and 4:30 P.M on the following days Monday through Friday with the exception of the following days: all county and court holidays.
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
  - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
  - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.  
When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contractor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.  
If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.

13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
  - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
  - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
  - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
  - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
  - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
  - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:

- The date on which the parties reached their decision, in accordance with paragraph 23A.
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

**IV-D Contract Signatures:**

Signature of CSEA's Representative <i>Vince Gianangeli /s/</i>	Printed Name of CSEA's Representative Vince Gianangeli, Director
Date of Signature 1-18-18	

Signature of Contractor's Representative <i>Frank A. Fregiato Judge /s/</i>	Printed Name of Contractor's Representative Judge Frank Fregiato
Date of Signature 1-30-18	Printed Street Address of Contractor 101 W. Main St
Printed Title of Contractor's Representative Judge	Printed City, State and Zip Code of Contractor St. Clairsville, OH 43950

Signature of County Commissioner or Representative <i>Mark A. Thomas /s/</i>	Date of Signature 1/31/18
Signature of County Commissioner or Representative <i>J. P. Dutton /s/</i>	Date of Signature 1/31/18
Signature of County Commissioner or Representative <i>Josh Meyer /s/</i>	Date of Signature 1/31/18
Signature of Prosecutor if required by County Commissioners <i>Daniel P. Fry /s/</i>	Date of Signature 1-18-18

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH  
POPA CONSULTING LLC/ENGINEER'S**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into contract with Popa Consulting LLC, in a lump sum compensation not to exceed \$37,500.00 for the 2018 full bridge inspection program for Belmont County; this will be paid from the Engineer's MVGT funds.

**AGREEMENT**

This agreement entered into at St. Clairsville Ohio, this 31st day of, January 2018 by and between the County of Belmont, acting by and through the Board of County Commissioners, hereinafter referred to as the County and Popa Consulting LLC, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, hereinafter referred to as the Consultant with an office located at 5630 Bonnie Lou Drive, New Franklin, Ohio 44319.

WITNESSETH:

That the County and the Consultant for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

**CLAUSE I – WORK DESCRIPTION**

The Consultant agrees to provide a full bridge inspection program for Belmont County in 2018 including:

1. Physical inspection of approximately 263 structures assigned by the County Engineer. Inspections shall be performed by a professional Engineer who has completed the ODOT Comprehensive Bridge Inspector's Training Seminar.
2. Enter all the inspection data into the ODOT Structure Management System (SMS). No paper inspection forms will be submitted.
3. Review and revision inventory information where required due to repairs or rehabilitation.
4. Load rating calculations to structures where the general appraisal decreases to a poor condition rating.
5. Immediate notification of the County Engineer where rapid deterioration or dangerous conditions exist so that necessary action can be taken.
6. Provide photographs for all structures for the county files.
7. Provide fracture critical inspections at arms length for 8 trusses and 2 girders on the County's inventory.

**CLAUSE II – WORK SCHEDULE**

The consultant agrees to begin immediately upon authorization to proceed. The work will be completed by the end of 2018.

**CLAUSE III – PRIME COMPENSATION**

The county agrees to compensate the Consultant for the performance of the work specified in the Agreement as follows:

Compensation based upon the work performed in accordance with the hourly rate schedule of the Popa Consulting LLC, Standard Contract, 2018, with a lump sum compensation that shall not exceed Thirty Seven Thousand Five Hundred Dollars, \$37,500.00.

Prime compensations, only as agreed and by letter authorization from the county may be added to or subtracted.

Partial payments based upon the percentage of work completed, will be invoiced by the Consultant monthly.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in duplicate, as of the day and year first above written, by affixing the signature of a duly authorized officer of the consultant and the signature of the County Engineer.

Witness: Jennifer K. Popa /s/

Witness: Bonnie Zuzak /s/

Witness: Jayne Long /s/

**POPA CONSULTING, LLC**

By: C. Jason Popa /s/

Title: Principle/CEO

**BELMONT COUNTY ENGINEER**

By: Terry Lively /s/

**BELMONT COUNTY COMMISSIONERS**

By: Mark A. Thomas /s/

By: J. P. Dutton /s/

By: Josh Meyer /s/

**BELMONT COUNTY PROSECUTOR**

By: David K. Liberati /s/ Assist PA

Approved as to form

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH MASTERMIND, LLC/ENGINEERS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into contract with MasterMind, LLC, in the amount not to exceed \$16,800.00 to perform a Speed Zone Study for various county roads based upon the recommendation of Terry Lively, County Engineer.

Note: 90% Federal funds, 10% MVGT funds.

BELMONT COUNTY  
AGREEMENT NO. 1

This Agreement No. 1 entered into this 31st day of January, 2018, by and between Belmont County acting by and through the County Board of Commissioners, hereinafter referred to as the County and MasterMind, LLC, hereinafter referred to as the Consultant, with an office located at 199 Seatrain Drive, Delaware, Ohio 43015-3407.

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

**CLAUSE I - WORK DESCRIPTION**

The Consultant agrees to perform all professional services as may be authorized by the County for a Speed Zone Study Project in Belmont County, Ohio, identified as SZ-CEAO Safety Studies FY2018.

**CLAUSE II - INVOICE & PROGRESS SCHEDULE**

The County and the Consultant agree to the attached Invoice and Progress Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Progress Schedule.

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Progress Schedule.

**CLAUSE III - PRIME COMPENSATION**

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Project Development Process.

Part 1: CEAO CSTP Safety Study.

Unit of work compensation as authorized for each specific assignment. The total of the maximum prime compensations for all assignments authorized shall not exceed Sixteen Thousand Eight Hundred Dollars (\$16,800.00). All costs shall be included in the maximum prime compensation.

Project Type	Code	Unit	\$/Unit
<b>First Priority Projects</b>			
No Passing Zone Study	NPZ	Per mile	\$**.00

Sign Inventory (Urban)	SI/U	Per mile (control points and inventory)	\$**.00
Sign Inventory (Rural)	SI/R	Per mile (control points, inventory, basic compliance and reflectivity)	\$**.00
Sign Compliance	SC	Per mile	\$**.00
Guardrail Location Inventory & Inspection	GLI/GI	Per mile	\$**.00
Pavement Marking Inventory	PMI	Per mile	\$**.00
Ball Bank (Curve Safe Speed)	BB	Per mile	\$**.00
Roadside Hazard Inventory	RHI	Per mile	\$**.00
Input new and/or Existing Studies into County GIS System	GIS	Per County	\$**.00
<b>Secondary Priority Projects</b>			
Speed Zone Study	SZ	Per location	<b>\$1,200.00</b>
Traffic Signal Warrants	TSW	Per signal per location	\$**.00
Traffic Study	TS	Per intersection	\$**.00
<b>Other</b>			
Software			\$**.00

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is **Sixteen Thousand Eight Hundred Dollars (\$16,800.00)**.

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the **County** may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

**CLAUSE IV - INCORPORATION BY REFERENCE**

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition".
- (b) The attached Final Scope of Services Minutes dated \*\*. [Not-Applicable](#)
- (c) The Invoice & Progress Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

**CLAUSE V-GENERAL PROVISIONS**

Any persons executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the **Belmont County Engineer and Board of County Commissioners**.

**Mastermind, LLC**  
*Nicholas Hickman /s/*  
 Mr. Nicholas Hickman  
 President  
**Belmont County**  
*Terry Lively /s/*  
 Mr. Terry Lively P.E., P.S.  
 Belmont County Engineer  
**Belmont County**  
 BOARD OF COMMISSIONERS  
*Mark A. Thomas /s/*  
 Commissioner  
*J. P. Dutton /s/*  
 Commissioner  
*Josh Meyer /s/*  
 Commissioner

APPROVED AS TO FORM:  
 By: *David K. Liberati /s/*  
 Title: *Assist P.A.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ODOT 2017 COUNTY HIGHWAY SYSTEM MILEAGE CERTIFICATION/ENGINEER**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the signing and submittal of the Ohio Department of Transportation 2017 County Highway System Mileage Certification per O.R.C. 4501.04; the total length of county maintained public roads in Belmont County was 308.905 miles as of December 31, 2017.

Upon roll call the vote was as follows:



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

**IN THE MATTER OF APPROVING REQUEST  
FROM RICE OLYMPUS MIDSTREAM, LLC FOR  
RELEASE OF ROAD USE MAINTENANCE AGREEMENT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the request from Rice Olympus Midstream, LLC for the release of the Road Use Maintenance Agreement (RUMA) dated October 5, 2016 for the use of 1.09 miles of CR92 (Hunter-Bethesda Road) and 4.45 miles of CR26 (Twenty-Six Road), based upon the recommendation of Terry Lively, Belmont County Engineer:

*Note: The roads have been restored to satisfactory condition per the County Engineer.*

**ROADWAY USE AND MAINTENANCE AGREEMENT ADDENDUM**

All restoration associated with the Operator's use of the following road has been completed:

- 4.45 miles of CR 26 Twenty Six Road
- 1.09 miles of CR 92 Hunter Bethesda Road

Upon this completion, the Operator ceased usage of the aforementioned roads. Therefore, the obligations set forth in the attached Roadway Use Maintenance Agreement, executed on October 5, 2016, are of no further force or effect for this roadway upon execution of this addendum.

This addendum is effective as of January 31, 2018.

**Authority:** Belmont County

**Operator:** Rice Olympus Midstream, LLC

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

By: \_\_\_\_\_

By: J. P. Dutton /s/  
Commissioner/Trustee

Title: \_\_\_\_\_

By: Josh Meyer /s/  
Commissioner/Trustee

Date: \_\_\_\_\_

Date: 1-31-18

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REQUEST  
FROM STRIKE FORCE EAST, LLC FOR  
RELEASE OF ROAD USE MAINTENANCE AGREEMENTS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the request from Strike Force East, LLC for the release of the following Road Use Maintenance Agreements (RUMAS), based upon the recommendation of County Engineer Terry Lively:

- 0.41 miles of the 3.54 miles of CR 56 (Mt. Victory Road) dated April 12, 2016
- 1.78 miles of CR4 (Barton Road), 2.31 miles of CR10 (Barton-Blaine Road), 2.24 miles of CR4 (Barton-Colerain Road) and 0.52 miles of CR28A (Mall Road) dated October 19, 2016
- 0.06 miles and 0.18 miles of CR 28B (Banfield Road) dated December 14, 2016

*Note: The roads have been restored to satisfactory condition per the County Engineer.*

**ROADWAY USE AND MAINTENANCE AGREEMENT ADDENDUM**

All restoration associated with the Operator's use of the following road has been completed:

- 0.41 miles of Belmont CR 56 Mt Victory Road

Upon this completion, the Operator ceased usage of the aforementioned road. Therefore, the obligations set forth in the attached Roadway Use Maintenance Agreement, executed on April 12, 2016, are of no further force or effect for this roadway upon execution of this termination.

This addendum is effective as of January 31, 2018.

**Authority:** Belmont County

**Operator:** Strike Force East, LLC

By: Mark A. Thomas /s/

By: \_\_\_\_\_

By: J. P. Dutton /s/

Obligator

By: Josh Meyer /s/

Title: \_\_\_\_\_

Attest: Jayne Long /s/

Date: 1-31-18

Date: \_\_\_\_\_

**ROADWAY USE AND MAINTENANCE AGREEMENT TERMINATION**

All restoration associated with the Operator's use of the following road has been completed:

- 2.31 miles of CR 10 (Barton Blaine Road)
- 0.52 miles of CR 28 (Mall Road)
- 2.24 miles of CR 4 (Barton Colerain Road)
- 1.78 miles of CR 4 (Barton Road)

Upon this completion, the Operator ceased usage of the aforementioned road. Therefore, the obligations set forth in the attached Roadway Use Maintenance Agreement, executed on October 19, 2016, are of no further force or effect for this roadway upon execution of this termination.

This addendum is effective as of January 31, 2018.

**Authority:** Belmont County

**Operator:** Strike Force East, LLC

By: Mark A. Thomas /s/

By: Joshua Sneddon /s/

By: J. P. Dutton /s/

Obligator

By: Josh Meyer /s/

Title: Permitting Specialist

Attest: Jayne Long /s/

Date: 1-31-18

Date: 10/4/17

**ROADWAY USE AND MAINTENANCE AGREEMENT TERMINATION**

All restoration associated with the Operator's use of the following road has been completed:

- 0.18 miles of CR 28 (Banfield Road)
- 0.06 miles of CR 4 (Willow Grove Road)

Upon this completion, the Operator ceased usage of the aforementioned road. Therefore, the obligations set forth in the attached Roadway Use Maintenance Agreement, executed on December 14, 2016, are of no further force or effect for this roadway upon execution of this termination.

This addendum is effective as of January 31, 2018.

**Authority:** Belmont County

**Operator:** Strike Force East, LLC

By: Mark A. Thomas /s/

By: Joshua Sneddon /s/

By: J. P. Dutton /s/

Obligator

By: Josh Meyer /s/

Title: Permitting Specialist

Attest: Jayne Long /s/

Date: 1-31-18

Date: 10/4/17

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes

Mr. Thomas Yes

**IN THE MATTER OF APPROVING PERMIT FOR SWN PRODUCTION COMPANY, LLC, TO CONDUCT 3 D SEISMIC SURVEY OR OTHER GEOPHYSICAL OPERATIONS/SSD**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign Permit #108630 for SWN Production Company, LLC, to conduct a 3D seismic survey or other geophysical operations on and across the property, surface and/or mineral interests for Belmont County Sanitary District #3 parcel number 26-60007 in Pultney Township.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TERMINATING AGREEMENT FROM NOVEMBER 9, 2011, BETWEEN COUNTY OF BELMONT, OHIO AND WASHINGTON COUNTY, OHIO**

Motion made by Mr. Dutton, seconded by Mr. Meyer to terminate the agreement from November 9, 2011, between the County of Belmont, Ohio and Washington County, Ohio to exercise enforcement authority in accordance with the Ohio Building Code.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM ALLIED PLATE GLASS/9-1-1 CENTER**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve proposal from Allied Plate Glass, in the amount of \$1,810.00 to furnish and install one (1) interior commercial aluminum door at the 9-1-1 center.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Robert DeFrank asked about terminating the agreement with Washington County Building Department. Mr. Dutton said they heard from some individuals in the county that had some disgruntlement in terms of not getting the level of service that they were hopeful for. We are trying to make the process as smooth as possible for people that may want to improve property or create structures. He said the State of Ohio will be providing services for the meantime and they are looking at other building departments that may provide a better level of service.

**RECESS**

**9:30 Anne Haning, CEO, Belco Works, Inc.**

**Re: Department update**

Present: Anne Haning and Belco Works board members John S. Marshall, Julie Daley and Jerry Delman.

Ms. Haning gave an overview of Belco Works and their services. They were founded in 1966 as Belco Crafts by family members of people with disabilities; the name changed to Belco Works in 2005. The organization was fully privatized in 2009. Their funds primarily come from Medicaid. They support dozens of people in finding and maintaining employment. They also provide skill development and daily living skills training. They serve 220 adults with developmental disabilities in Belmont County.

**RECESS**

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of a county employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:12 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:12 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-**

**IN THE MATTER OF PLACING JAMES BENDA, FULL-TIME SANITARY SEWER DISTRICT EMPLOYEE ON PAID ADMINISTRATIVE LEAVE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to place James Benda, full-time Sanitary Sewer District employee, on paid administrative leave effective January 31, 2018 until further notice.

Upon roll call the vote was as follows:

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

January 31, 2018

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:13 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 10:13 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 7<sup>th</sup> day of February, 2018.

*J. P. Dutton* /s/ \_\_\_\_\_

*Mark A. Thomas* /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

*Josh Meyer* /s/ \_\_\_\_\_

We, J. P. Dutton 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.

*J. P. Dutton* /s/ \_\_\_\_\_ PRESIDENT

*Jayne Long* /s/ \_\_\_\_\_ CLERK