

St. Clairsville, Ohio

April 9, 2014

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Ginny Favede, Matt Coffland and Mark A. Thomas, Commissioners and Jayne Long, Clerk of the Board.

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

IN THE MATTER OF ALLOWANCE OF BILLS
AS CERTIFIED IN THE AUDITOR'S OFFICE

"BILLS ALLOWED"

The following bills having been certified in the Auditor's office, on motion by Mr. Coffland, seconded by Mrs. Favede, 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-A-1 Service	Van maintenance-Coroner/General Fund	66.22
A-AT&T	Fax line-Common Pleas Court/General Fund	92.96
A-AT&T	911 Wireless Phone bill/911 Fund	608.16
A-BP	Gasoline-Coroner/General Fund	104.80
A-CTAO	2014 Spring Conference Registration-Treasurer/General Fund	175.00
A-Columbus Marriott NW	2014 Spring Conference Registration-Treasurer/General Fund	298.00
A-Diebold	Vault repair & maintenance-Treasurer/General Fund	274.00
A-Draft-Co., Inc.	Web hosting-GIS Projects/General Fund	500.00
A-Licking County Coroner	Autopsies-Coroner/General Fund	1,085.00
A-Modern Reproductions, Inc.	Mylar print & postage-Recorder/General Fund	26.10
A-OVJC-EORH	Coroner's morgue charges/General Fund	187.90
A-Treasurer, State of Ohio	Recoup-1 st Qtr. 2014 Indigent Client Fees-Public Defender/General Fund	1,582.00
A-Treasurer, State of Ohio	Audit Fees/General Fund	12,249.00
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	89.53
E-Able Zebra Communications	911 Headsets/911 Fund	1,241.40
E-A.P. Wireless Investments I, LLC	May sub-lease agreement/911 Fund	660.00
S-ATT Communications	Office phones/Port Authority Fund	129.53
S-Crystal Spring	Water/Eastern Ct. General Special Projects Fund	53.07
S-Eastern Division Court	Bank fees/Eastern Ct. General Special Projects Fund	143.69
S-J Kevin Flanagan	Acting Judge Conference/Northern Ct. Gen. Special Projects Fund	247.15
S-Times-Leader	Probation officer ad/Eastern Ct. General Special Projects Fund	222.23
S-TSG	Block Time/Eastern Div. Ct. Computer & General Spec. Projects Funds	3,500.00
S-TSG	Block Agreement/Northern Ct. General Special Projects Fund	3,500.00
S-TSG	Block Time/Western Div. Court Computer Fund	3,500.00
S-TSG	Smartnet/Northern Div. Court Computer Fund	141.00
W-Matthew Bender & Co.	Books/Law Library Fund	505.02

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

Motion made by Mr. Coffland, seconded by Mrs. Favede to approve the Recapitulation of Vouchers dated for April 9, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$2,804.72; \$42,789.97; \$8,104.78; \$47.18
A-GENERAL/SHERIFF	\$36,188.27
A-GENERAL/911	\$17,616.65
B-Dog Kennel	\$867.32
G-Convention and Visitors Bureau	\$54,167.00
H-Job & Family, CSEA	\$95,829.62
H-Job & Family, Public Assistance	\$90,578.76; \$12,948.01
H-Job & Family, WIA	\$22,025.28
J-Real Estate Assessment	\$1,503.33
K-Engineer MVGT	\$3,004.53; \$36,426.16
N-Capital Projects – Facilities	\$2,544.10
P-Oakview Admn Bldg.	\$2,427.61
P-Sanitary Sewer District	\$9,120.28; \$12,266.68
S-Certificate of Title Admn Fund	\$656.59
S-District Detention Home	\$3,886.86
S-Job & Family, Children Services	\$22,608.41; \$17,020.26; \$330,807.46; \$18,449.36
S-Oakview Juvenile Residential Center	\$6,000.76
S-Senior Services	\$38,841.37
S-Sheriff Commissary	\$506.81
S-Western Ct. General Special Projects	\$3,907.99
U-Sheriff's Reserve Account	\$46.49

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mrs. Favede	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0081-A002-D13.000 Guardianship Probate Investigator	E-0081-A002-D12.000 Other Expenses	\$ 400.00
E-0121-A006-B02.002 Salaries-Recorder Emp.	E-0051-A001-A02.002 Salaries-Comms	\$ 900.00

H00 PUBLIC ASSISTANCE FUND

FROM	TO	AMOUNT
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H14.007 Unemployment	\$10,000.00

S30 OAKVIEW JUVENILE/REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding Acct	E-8010-S030-S51.002 Salaries	\$30,268.23

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies.

CDBG-Grant CHIP - \$12,503.00 paid into R-9702-T011-T05.501 CDBG – Grant CHIP on April 4, 2014. Grant #B-C-12-1AG-2, Draw No 0172.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favede	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 - Sarah Smith and Jon Purtiman to travel to Cambridge, OH, on April 9, 2014, to attend Ohio Means Jobs training. Estimated expenses: \$24.00

Vince Gianangeli to travel to Columbus, OH, on May 5-6, 2014, to attend 14th Annual Emerging Trends in Fraud Conference, and on May 21-22, 2014, to attend ODJFS Director’s Conference. Estimated expenses: \$1,154.60

ENGINEER – Don Pickenpaugh, GIS Director, to travel to Walnut Creek, OH, on April 25 2014, to attend The Eastern Ohio Development Alliance’s (EODA) 24th Annual Meeting. Estimated expenses: \$30.00

Engineer Fred Bennett and Sign Worker Steven Clark to travel to Columbus, OH, on April 29-30, 2014, to attend The 2014 Ohio Traffic Safety & Roadway Conference. Estimated expenses: \$250.00 each

SANITARY SEWER DISTRICT – Daniel Framer to travel to Columbus, OH, on Sunday, May 11, 2014 to take the Basic Electricity for the Non-Electrician Course on Monday, May 12, 2014. A county vehicle will be used.

SENIOR SERVICES – Shirley Jo Case to travel to Wheeling, WV, on April 23, 2014, for a senior center outing. Linda Wells to travel to Wheeling, WV, on April 23, 2014, for a senior center outing. County vehicles will be used.

Upon roll call the vote was as follows:

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

IN THE MATTER OF OHIO VALLEY PLACE ACCESS ROAD (PRIVATE) RICHLAND TWP. SEC 28, 33 & 34, T-6, R-3

[Belmont Co. Commissioners
[Courthouse
[St. Clairsville, Ohio 43950
[Date April 9, 2014

Motion made by Mr. Coffland, seconded by Mrs. Favede to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to the Plat of Ohio Valley Place Access Road, (Private), Richland Township Sections 28, 33, 34, T-6, R-3, pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Cindi Henry, F.O., Richland Township Trustees, P.O. Box 16, St. Clairsville, OH 43950

You are hereby notified that the 23rd day of April, 2014, at 9:30 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Jayne Long /s/
Clerk of the Board

• Mail by certified return receipt requested
cc: Richland Township Trustees
Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION FOR THE PURPOSE OF SUPPORTING STATE ISSUE 1, THE RENEWAL OF THE STATE CAPITAL IMPROVEMENTS PROGRAM

Commissioner Coffland moved the adoption of the following resolution:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO, FOR THE PURPOSE OF SUPPORTING STATE ISSUE 1, THE RENEWAL OF THE STATE CAPITAL IMPROVEMENTS PROGRAM

WHEREAS, Ohio local communities are in continuing need of support for vital road, bridge, sewer, water and other infrastructure projects, and

WHEREAS, Ohio has in place a state program of support for local communities which not only helps to fund infrastructure projects, but also creates large numbers of construction and allied jobs, and

WHEREAS, the Ohio State Capital Improvements Program has successfully provided support for more than 11,500 such projects and resulting job creation since its inception in 1987, and

WHEREAS, Belmont County has been able to complete 225 projects since 1987, receiving over \$37 million in grants from this program to the benefit of Belmont County residents and the economic climate of Belmont County, and

WHEREAS, Issue 1 on the May 6, 2014 statewide ballot provides Ohio voters with the opportunity to renew the program by authorizing issuance of \$1.875 billion in capital improvement bonds, and

WHEREAS, no new taxes are required to fund repayment of the bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO:

THAT, this Board of County Commissioners declares its support for State Issue 1, and urges Ohio voters to cast their votes in support of continuing the infrastructure improvement and job creation Issue 1 will foster; and

That, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board which resulted in this formal action were taken in meetings open to the public in full compliance with applicable legal requirements, including ORC 121.22.

The motion was seconded by Commissioner Favede.

Roll Call Vote:

Commissioner Mark A. Thomas /s/ Yes
Commissioner Matt Coffland /s/ Yes
Commissioner Ginny Favede /s/ Yes

PASSED AND ADOPTED by the Board of County Commissioners of Belmont County at St. Clairsville, on the 9th day of April, 2014.

**IN THE MATTER OF APPROVING COMMISSION PRESIDENT
TO SIGN THE QUARTERLY SUBGRANT REPORT FOR THE
SHERIFF'S PERSONAL CRIMES INVESTIGATOR**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to sign the Quarterly Subgrant Report for the Belmont County Sheriff's **Personal Crimes Investigator** grant as follows: Subgrant No. 2012-WF-VA2-8412A; Period Ending 3/31/2014; Payment Request: \$10,322.06.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE VENDOR AGREEMENTS
BETWEEN BCDJFS AND VARIOUS VENDORS FOR TITLE XIX TRANSPORTATION SERVICES**

Motion to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective May 1, 2014 through April 30, 2015, for the provision of Title XIX (19) transportation services:

<u>VENDOR</u>	<u>CONTRACT AMOUNT NOT TO EXCEED</u>
Barnesville Taxi Service	\$400,000.00
Martins Ferry EMS	\$450,000.00
Neffs Fire Department	\$450,000.00
NCR Foundation	\$ 50,000.00

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

This agreement to provide transportation is made and entered into this 1st day of May, 2014 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Barnesville Taxi Service, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from May 1, 2014 through April 30, 2015 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per passenger each way. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement is up to \$ 400,000.00.

- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. In addition to the fees set above, (defined in Article A), an annual \$500.00 inspection fee will be incurred.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 9th day of April, 2014 .

Signature Lisa Fijalkowski /s/
Dept. of Job and Family Services

Signature Aaron K. Wildman /s/
Provider Signature

Belmont County Department of Job and Family Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 4/9/14

Date 4/9/14

Signature Mark A. Thomas /s/

Date 4/9/14

Signature Matt Coffland /s/s

Date 4/9/14

Signature Ginny Favede /s/

Date 4/9/14

Belmont County Commissioners

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

Date 4-4-14

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

This agreement to provide transportation is made and entered into this 1st day of May, 2014 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Martins Ferry EMS, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from May 1, 2014 through April 30, 2015 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per passenger each way. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement **is up to \$ 450,000.00.**
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. In addition to the fees set above, (defined in Article A), an annual \$500.00 inspection fee will be incurred.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 9th day of April, 2014 .

Signature Lisa Fijalkowski /s/
Dept. of Job and Family Services

Signature Michael J. Reese /s/
Provider Signature

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

April 9, 2014

(740) 695-1074

Date 4/9/14

Signature Mark A. Thomas /s/

Date 4-9-2014

Date 4/9/14

Signature Matt Coffland /s/

Date 4/9/14

Signature Ginny Favede /s/

Date 4/9/14

Belmont County Commissioners

Approved as to form David K. Liberati /s/

Date 4-4-14

Prosecutor (Assistant)

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

This agreement to provide transportation is made and entered into this 1st day of May, 2014 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Neffs EMS, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from ay 1, 2014 through April 30, 2015 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per passenger each way. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- B. The maximum amount billable under this agreement is up to \$ 450,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. In addition to the fees set above, (defined in Article A), an annual \$500.00 inspection fee will be incurred.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 9th day of April, 2014.

Signature Lisa Fijalkowski /s/

Signature Donald L. Keyser /s/

Dept. of Job and Family Services

Provider Signature

Belmont County Department of Job and Family Services

310 Fox-Shannon Place

St. Clairsville, Ohio 43950

(740) 695-1074

Date 4/9/14

Date 04/09/14

Signature Mark A. Thomas /s/

Date 4/9/14

Signature Matt Coffland /s/

Date 4/9/14

Signature Ginny Favede /s/

Date 4/9/14

Belmont County Commissioners

Approved as to form David K. Liberati /s/

Date 4-4-14

Prosecutor (Assistant)

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

This agreement to provide transportation is made and entered into this 1st day of May, 2014 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and NCR Foundation, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from May 1, 2014 through April 30, 2015 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

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

PAYMENT PROCEDURES

- E. The Department of Job and Family Services agrees to pay the Provider \$ 2.50 per mile for trips outside Barnesville corporation limit and \$5.00 one way for trips inside Barnesville corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a customer. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there will be a \$10.00 loading fee per passenger each way. Purchaser will reimburse only for those cost authorized by the Department pursuant to this contract.
- F. The maximum amount billable under this agreement **is up to \$ 50,000.00.**
- G. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- H. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. In addition to the fees set above, (defined in Article A), an annual \$500.00 inspection fee will be incurred
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

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

This agreement signed on the 9th day of April, 2014.

Signature Lisa Fijalkowski /s/
Dept. of Job and Family Services

Signature _____
Provider Signature

Belmont County Department of Job and Family Services
310 Fox-Shannon Place
St. Clairsville, Ohio 43950
(740) 695-1074

Date 04/09/14

Date _____

Signature Mark A. Thomas /s/

Date 4/9/14

Signature Matt Coffland /s/

Date 4/9/14

Signature Ginny Favede /s/

Date 4/9/14

Belmont County Commissioners

Approved as to form David K. Liberati /s/

Date 4-4-14

Prosecutor (Assistant)

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 RADIAL COLLECTOR WELL REHABILITATION PROJECT/BCSSD

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for bids for the **Radial Collector Well Rehabilitation Project** for the Belmont County Sanitary Sewer District based upon the recommendation of Director Mark Esposito.

ADVERTISEMENT FOR BIDS

BELMONT COUNTY COMMISSION
BELMONT COUNTY, OHIO

Sealed bids for **RADIAL COLLECTOR WELL REHABILITATION** 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 9:45 a.m. local time, April 30, 2014 and then at said office publicly opened and read aloud.

The Contract Specifications may be examined at the following location:

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 **Radial Collection Well Rehabilitation**; including all preparatory work, coordinating with Owner's operations to avoid interruption of water supply, collection well cleaning and redevelopment, performance of pre- and post-maintenance pumping tests, disinfection, disposal of materials removed from well in accordance with agencies with jurisdiction, site cleanup and other miscellaneous work as 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 \$ 50.00 (No refund)

The above stated deposit is required before the documents can be made available.

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 all State 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: April 15, 2014 and April 22, 2014.

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

DISCUSSION – It was noted by Commissioner Thomas this will be a major water well rehab of the wells along the Ohio River, east of Muxie Distributing. The prime purpose of last week's motion to borrow \$3 million was for clean, safe drinking water for our residents.

**IN THE MATTER OF ACCEPTING THE PROPOSAL
FROM KARRAS PAINTING/TREASURER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal from Karras Painting in the amount of \$3,245.00 for all labor and materials necessary to paint the Belmont County Treasurer's Office.

- *RESIDENTIAL
- *COMMERCIAL
- *INDUSTRIAL
- *WATERBLASTING
- *INTERIOR DECORATING
- *WV000249

**KARRAS
PAINTING L.L.C**
2408 EOFF STREET
WHEELING, W. VA. 26003
PHONE: (304) 223-2211
FAX: (304) 233-2213

March 21, 2014
Katherine J. Kelich, Treasurer
Belmont County Courthouse
101 West Main Street
St. Clairsville, Ohio 43950-1260
ATTN: Barb Blake
RE: Belmont County Treasure Office Painting
Gentlemen:

We are pleased to submit our proposal to supply labor, materials, equipment, insurances and other related expenses to paint the Belmont County Treasures Office as discussed:

This proposal includes minor patching, priming all patched areas, painting floors, frames, trim and painting all walls with a satin finish.

PAINTING PROPOSAL \$3,245.00

Should you have any questions, please don't hesitate to call.

Sincerely,
KARRAS PAINTING L.L.C.

Shawn P. Zoladz /s/

Shawn P. Zoladz

Manager

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM
CARNEY-McNICHOLAS, INC. /TREASURER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal from Carney-McNicholas, Inc. in the amount of \$1,748.00 for the removal and replacement of contents during the renovation of the Belmont County Treasurer's Office.

MOVING SERVICES QUOTE

DATE: MARCH 20, 2014

Carney-McNicholas, Inc.
100 Victoria Road
Youngstown, Ohio 44515
Office 800.599.6459 Fax 330.792.5460

QUOTED TO Belmont County Treasurers
Office.
101 West Main Street.
St. Clairsville, Ohio

Order Date	Order Number	Job
		Treasurer's Office Renovation
ITEM #	DESCRIPTION	QUANTITY
Option 1	2 men with equipment to relocate all said items from Office to Hall or other possible vacant space n Courthouse taking up to 8 hours to complete	\$874.00
	Move back in newly renovated space	\$874.00
Total	Being performed M-F 8am to 5pm or Saturday	\$1,748.00
Option 2	2 men with equipment to move all said items WITHIN office space working with carpet installers, up to 4 hours per occurrence, possibly up to 3 occasions to keep office operational during renovations.	\$668.00
Total	3 occasions, same hours as above, with office furnishings never leaving space	\$2,004.00
Option 3	3 men working with equipment to move all items in Go-Mini container that will be placed in parking lot taking up to 8 hours to complete	\$896.00
	One time move back into newly renovated space	\$896.00
	2-16 foot containers delivered, rented and picked back up with up to 1 month rental	\$930.00
Total	All items removed from building utilizing elevator.	\$2,722.00
	Please visit www.go-mini for details	

Contact Dennis Cleland 330.727.6498 (dcleland@cmcn.com) with any question regarding this quote

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM
FLAG FLOORS/TREASURER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal from Flag Floors in the amount of \$3,105.00 for the installation of new carpeting in the Belmont County Treasurer's Office.

Flag Floors
207 N. Chestnut St.
P.O. Box 263
Barnesville, OH 43713

Estimate

Date Estimate #
2/24/2014 3220

TO:
BELMONT COUNTY COMMISSIONERS
101 WEST MAIN STREET
ST. CLAIRSVILLE, OH 43950

PROJECT:
BELMONT CT. TREASURE
C/O CATHY KELICH

FAX 1-740-699-2584

Description	Total
TAKE UP EXISTING CARPET AND WALL BASE, INSTALL CAMBRIDGE EXCURSION, EXC27 LONG JOURNEY SOLUTION DYED NYLON CARPET, WITH 4" GRAY WALL BASE IN TREASURE OFFICE. ***FURNITURE AND ELECTRONICS**REMOVAL NOT INCLUDED IN PRICE***	3,105.00

This proposal may be withdrawn by us if not accepted within 30 days.

Phone # Fax # E-mail Acceptance Signature _____
(740) 425-3344 (740) 425-3614 sales@flagfloors.com

DATE APPROVED 4/9/14

Mark A. Thomas /s/

Matt Coffland /s/

Ginny Favede /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE PROPOSAL FROM
TIM'S CUSTOM INSTALLATION/TREASURER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal from Tim's Custom Installation, Inc. in the amount of \$7,400.00 for custom cabinetry and countertops for the Belmont County Treasurer's Office.

Tim's Custom Installation Inc.

Cabinet Division
66950 POGUE RD
ST. CLAIRSVILLE, OH 43950
(740) 695-6007

Estimate

Date	Estimate No.
01/31/2014	1133
	Exp. Date

Address
Belmont County Treasurer Kathy Kelich

Item ID	Description	Quantity	Rate	Amount
American Serenity	American Serenity Custom Desk and wall unit	1	0.00	0.00
Corian	Corian Countertops	1	7,400.00	7,400.00

Cabinets are in maple stained in either 113 Michaels cherry or in Bradly Gray. **TOTAL \$7,400.00**
The corian is in either silt or Lava Rock. Price includes install.

Accepted By DATE APPROVED 4/9/14 Accepted Date
Mark A. Thomas /s/
Matt Coffland /s/
Ginny Favede /s/
BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:15 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Judge Frank Fregiato pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of a public employee.

Upon roll call the vote was as follow:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 9:20 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn executive session.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

**IN THE MATTER OF APPROVING ESTIMATE FROM ERB
ELECTRIC FOR ADDITIONAL WORK ON GALAXY CARD
ACCESS SYSTEM IN AUDITOR'S OFFICE/COURTHOUSE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve estimate number 64036 from Erb Electric in the amount of \$438.59 for additional work needed (repair Auditor's door switch) on the Galaxy Card Access System used by the Security Officers at the Belmont County Courthouse. *(Original repairs approved 03/06/14.)*

ERB Electric Company
500 Hall Street
Bridgeport, OH 43912

WV: (304) 233-0161
OH: (740) 633-5055
FAX: (740) 633-5127

WV Contractor's License WV0003498
April 4, 2014

RE: Repair Auditors door switch with new momentary push button
Location: Belmont County Commissioner
101 W. Main Street
St. Clairsville OH 43950
Quoted Price: \$438.59 as per attached scope of work letter, plus tax if applicable
This quote is valid for thirty days, unless extended by ERB Electric Company
Terms: The payment terms for this work will be net 10 days upon receipt of invoice after completion of the described work.

Acceptance

I agree to the terms described herein, and authorize ERB Electric Company to complete the work as specified.

Matt Coffland /s/
Mark A Thomas s/s **Date 4/9/14**
Ginny Favede /s/ **Print Name**

Thank you for the opportunity to provide you with this quote, and I look forward to working with you in the future. Please call me at your convenience if you have any questions or concerns.

Jerry Janiszewski s/s **Date 4/4/14**

Jerry Janiszewski
ERB Electric Company

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE SECOND
ADDENDUM TO THE MASTER CLIENT SERVICES AGREEMENT
WITH DIGITAL DATA COMMUNICATIONS, INC./COMMISSIONERS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the second addendum to the Master Client Services Agreement effective December 1, 2012 to November 30, 2015 with Digital Data Communications, Inc. to include Managed Antivirus, Anti Malware and DNS Filter services at an additional cost of \$6 per machine per month.

**Digital Data Communications, Inc.
MASTER CLIENT SERVICES AGREEMENT
Second ADDENDUM**

Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1st, 2012- November 30, 2015.
This Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1st, 2012- November 30, 2015 (“Addendum”) is an addendum between Digital Data Communications, Inc. (“Company”) and Belmont County Commissioners (“Client”), which is dated April 9th, 2014 and shall become effective as of May 1st, 2014. The Master Services Agreement is attached and made a part of this document.

The parties, for good consideration, hereby agree as follows:

1. Schedule 1 number 1 of the Master Services Agreement shall be modified as follows with the text in bold added to the item:
Additional Services Added to Description of Services- **Managed Antivirus, Anti Malware and DNS Filter**
2. Schedule 2 of the Master Services Agreement shall be modified as follows with the text in bold:
Additional Item – **2) Managed Antivirus, Anti Malware and DNS Filter- \$6 per machine per month**

AGREED AND ACCEPTED:

Date: 04/11/2014
Digital Data Communications, Inc.
Donald “Wes” Monk, President
Donald W. Monk /s/

Date: 04/09/14
Client: Belmont County Commissioners Office
Matt Coffland, President
Matt Coffland /s/
Mark Thomas, Vice President
Mark Thomas /s/
Ginny Favede
Ginny Favede /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL
SERVICE CONTRACTS WITH VARIOUS PROVIDERS**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into Emergency Medical Service Contracts, pursuant to ORC 307.05, with the following twenty-three providers for a one-year term beginning April 9, 2014. The following shall provide emergency medical services to the residents of Belmont County within their general jurisdiction and locale, and for services rendered shall be paid by the County the sum of \$6,500.00 each:

- Barnesville Fire & EMS
- Barton Volunteer Fire Department
- Beallsville Emergency Medical Service
- Belmont Volunteer Fire Department
- Bethesda Volunteer Fire Department
- Bridgeport Volunteer Fire Department
- Brookside Volunteer Fire Department
- Colerain Volunteer Fire Company
- Cumberland Trail Fire District
- The Flushing Volunteer Fire Department, Inc.
- Holloway Volunteer Fire Department
- Lafferty Volunteer Fire Department, Inc.
- Martins Ferry Fire & Emergency Squad
- Community Volunteer Fire Department-Maynard, Ohio
- The Neff Volunteer Fire Department
- OR&W Fire District (Shadyside and Mead Twps.)
- Powhatan Emergency Squad
- The Smith Township Volunteer Fire Company
- Somerton Volunteer Fire Company
- The Spirit of '76 Volunteer Fire Department
- Sunset Heights Volunteer Fire Department
- Wolfhurst Central Volunteer Fire Department
- Yorkville Volunteer Fire Department

EMERGENCY MEDICAL SERVICES CONTRACT

This contract is made and entered into this 9th day of April, 2014, by and between the Belmont County Board of Commissioners, hereinafter referred to as the County, and the **(See above list)**, hereinafter referred to as the Provider, who is a county, township, municipal corporation, non-profit corporation, joint emergency medical services district or fire and ambulance district located within the State of Ohio.

WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- 1) The Provider is an emergency medical service organization as defined in ORC 4765.01(H).
- 2) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.
- 3) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
- 4) The Provider shall furnish emergency medical services to the residents of Belmont County within their general jurisdiction and locale.
- 5) The Provider shall receive a single payment of \$6,500.00 from the County for the provision of emergency medical services to the residents of Belmont County within its general jurisdiction during the contract period.
- 6) The Provider shall, throughout the duration of this contract, maintain coverage through the Ohio Bureau of Workers’ Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.

7) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.

8) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may be liable. The Provider further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.

This contract shall be in full force and effect from the date of signing for one year unless sooner terminated by the terms hereof.

BELMONT COUNTY COMMISSIONERS (SEE ABOVE LIST OF ENTITIES)

Ginny Favede /s/

Matt Coffland /s/

Mark A. Thomas /s/

APPROVED AS TO FORM:

By David K. Liberati /s/

Title Assistant Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION APPROVING THE TRADE-IN OF 2 VEHICLES FOR THE OAKVIEW JUVENILE RESIDENTIAL CENTER PER ORC 307.12(G)

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

RESOLUTION

WHEREAS, the Oakview Juvenile Residential Center has received supplemental funding from the Ohio Department of Youth Services for the purchase of two new vehicles for the Center; and

WHEREAS, the Oakview Juvenile Residential Center has two (2) older model vehicles with high maintenance costs that are unfit for public use and have requested permission for the trade-in of said vehicles to Bob Robinson Chevrolet for the purchase of two (2) new vehicles; and

NOW, THEREFORE BE IT RESOLVED, pursuant to Ohio Revised Code 307.12(G), the Belmont County Board of Commissioners authorizes the Oakview Juvenile Residential Center to trade-in the vehicles listed below which have been determined to be unfit for public use to Bob Robinson Chevrolet for the purchase of one 2014 GMC Acadia and one 2014 Fleet/Non-Retail Chevrolet Express Passenger Van:

TRADE-IN VEHICLES

2002 Express Van (OD1852), SERIAL# 1GAHG39R021131467

2003 Trail Blazer (OD2947), SERIAL# 1GNET16S336145540

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT FOR CHIPOTLE MEXICAN GRILL RICHLAND TOWNSHIP, ST. CLAIRSVILLE, OHIO

Motion made by Mr. Thomas, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new liquor license, Permit No. 14374150975, for Chipotle Mexican Grill of Colorado LLC, DBA Chipotle Mexican Grill 2383, Mall Ring Road, Richland Township, St. Clairsville, OH 43950. There have been no objections received and the Board of County Commissioners has no objections to the permit

Note: This is for D3 permit spirituous liquor for on premises consumption only until one a.m.

Upon roll call the vote was as follows:

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

DISCUSSION – Mr. Thomas noted the many requests the board has received for this restaurant. The lease is not signed yet but it is believed that this is moving forward. Mr. Coffland stated this is all part of what the Commissioners do when traveling to Las Vegas to recruit businesses. He said it has paid off very big with Boscov’s, Rural King, Children’s Palace, Justice, and Rue 21. He said in the last four years there has been a big turnaround at the mall. He added the board works to sell all of the county, but the area the businesses want to come to is the retail center of the Ohio Valley Mall. Mr. Coffland said the board will be making the trip again this year to try to continue to bring in new businesses as our county lives on retail and needs retail. Mr. Thomas advised the location of the Chipotle Mexican Grill will be in the former Oreck building next to Huntington Bank. He thanked the Cafaro Company for continuing to work to fill the vacant spaces at the mall.

IN THE MATTER OF SENIOR SERVICES OF BELMONT COUNTY (SSOBC) QUARTERLY REPORT

9:30 Present: David Hacker, Senior Services Program Coordinator; John Carlier, Fiscal Administrator & Transportation Administrator; and Tina Burkhart, Nutrition Administrator

Mr. Hacker, Program Coordinator, presented the quarterly report to the Belmont County Commissioners along with program highlights. These included the five-year plan and goals in fiscal and program operations and administrative improvements. He reviewed the first quarter operating expenses and revenues. He noted the department has stayed within its budget even with the increased cost due to the separation of senior services from the Department of Job and Family Services.

“We’re on target to stay well within our budget. Our payroll’s on target to stay right where we predicted at the beginning of our fiscal year,” he said, adding that the total fund balance has gone from 5.2 to 5.8 from November 1 to today.

Mr. Hacker made a detailed statement on the five-year strategic plan for program and fiscal advancements. He stated the first objective is to provide cost-effective and individualized services that can meet the needs of the present and future seniors of Belmont County. A formal needs assessment will be conducted to identify support area for seniors in Belmont County. The assessment will be used to determine areas of growth and how funding streams should be focused and expended. This assessment will provide guidance on expansion areas of service delivery and sustainability of such services.

Services will include home repair assistance, legal support services, income tax preparation, estate planning, pharmacy support programs, mental health assistance, adult day programming, medical equipment loan program, health screening programs, lending library, driver safety programs, emergent phone notification programs, long distance transportation programs and coordinated recreation programs.

He also stated the senior services are working on improving efficiency in fiscal management practices and overall fiscal administration. They are working on maintaining capital investments and large equipment items, such as facilities.

“Our facility is one of the most aged in the county,” Hacker said, crediting the commissioners with working with senior services to find options that will provide efficient facilities for the kitchen and administrative offices, and a possible community center.

The senior services department has a fleet of 40 vehicles and plan to rotate them by seeking ODOT grants.

Mr. Hacker said they are very meticulous about the kitchen equipment noting the kitchen equipment is very clean and well kept, but it is very aged,” he said.

The senior services staff will become lay leaders in the state sponsored Healthy You program.

Mr. Hacker reviewed service delivery highlights. Senior services provides 875-925 meals a day. 120 meals are delivered daily. A 10th delivery route has been added. The department is working a vendor to launch a mobile application for home delivery meals. This system will allow drivers to use any android or apple smart phone and simply time stamp a delivery. They are hoping to launch this service this summer.

The department continues to engage center members in events that create experience and promote well-being. The seniors have participated in local parades. The Golden Times newsletter is also very popular.

Senior services was successful in the primary launch of a volunteer driven program known as R.A.S.K.A.L.S. (Random Acts of Simple Kindness Affecting Local Seniors). It is the goal of SSOBC to engage local chapters of this program through accessing local schools.

SSOBC has partnered with the Ohio Valley Mall to offer a new program known as Education-Mall Day. The program is held the first Tuesday of the month. Each month has seen over 80 participants in an hour long educational seminar followed by a day of shopping and recreation.

The center directors and management attended the annual Spring Conference of the Ohio Association of Senior Centers. The center directors all took steps toward completing accreditation as a certified Senior Center Manager. There are nine managers.

“We are the largest county in terms of senior centers,” he said, adding that he will join OASC board.

Transportation services have relocated to Oakview; they start and end their day at the Oakview office. This allows for better distribution of information, accountability and efficiency.

SSOBC has employed the use of Serve Tracker and Sage Quest in ways not previously done. The combined use of this program has allowed for better scheduling efficiency which has allowed the agency to increase the number of transports without increasing the number of drivers.

The SSOBC management staff, in conjunction with the BCDJFS staff have been working to “kick off” the Transportation Resources and Individualized Planning Services Department. It will provide coordinated transportation service for eligible individuals, including seniors, low income individuals, veterans, and disabled individuals.

“What the program will do will allow us to be a stopgap,” he said. In one example, the veteran’s services board is able to transfer veterans to the hospital in Pittsburgh. TRIPS will allow senior services to transport veterans on a local basis. “We’re looking to engage other sectors of individuals who need transportation beyond just our population that get it to our levy.”

There are administrative advancements with Serve Tracker also. It allows providers to receive and accept referrals through the safeguarded and HIPPA compliant software option.

ODOT transportation grant will be used to purchase vehicles.

Mr. Hacker submitted a pre-application to OMEGA for support in constructing an appropriate kitchen and central office for the agency. Should the funding be awarded, this could provide SSOBC with \$200,000.00 in grant monies for construction of a new facility, to partner with the existing \$1,500,000.00 already allocated in local match.

XTO Energy is making a sizable donation for technology upgrade in senior centers.

Financials for January through March was provided. Financial reports are provided monthly and are at the centers. Total projected payroll is \$1.3 million; \$1.5 million was targeted so the numbers are in line. There has been a huge decrease in overtime.

They are looking at ways to reduce fuel costs.

A new senior center is needed in Flushing. Mr. Hacker is looking at temporary move by the end of the month. He toured the facility with Commissioner Favede and Commissioner Coffland. Seniors and directors have viewed the old post office.

IN THE MATTER OF BID OPENING FOR THE REMOVAL AND REPLACEMENT OF THE HVAC SYSTEM AT THE BCDJFS MARTINS FERRY BUILDING

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the removal and replacement of the HVAC system at the Belmont County Department of Job & Family Services/Martins Ferry building, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Cattrell Companies, Inc. 906 Franklin Street Toronto, OH 43964	X	\$ 82,000.00
H.E. Neumann Company P.O. Box 6208 Wheeling, WV 26003	X	\$ 82,899.00

Present for the bid opening were: Facilities Manager, Jack Regis; and John Longwell of H.E. Neumann.

Motion made by Mr. Thomas, seconded by Mr. Coffland to turn over all bids received for the removal and replacement of the HVAC system at the Belmont County Department of Job & Family Services/Martins Ferry building to Jack Regis, Facilities Manager, for review and recommendation.

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR PERMIT FOR SHEETZ CONVENIENCE STORE RICHLAND TOWNSHIP, ST. CLAIRSVILLE, OHIO

Motion made by Mr. Thomas, seconded by Mr. Coffland to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a liquor license transfer, Permit No. 65215090091, from Ohio Springs Inc., DBA Sheetz Convenience Store, 1210 Main St., Cuyahoga Falls, Ohio 44221 to Ohio Springs Inc., DBA Sheetz Convenience Store, 68500 Addie Way, Richland Township, St. Clairsville, OH 43950. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Note: This is for C1 permit beer only in original sealed container for carry out only, C2 permit wine and certain prepackaged mixed drinks in sealed containers for carry out and D6 permit sale of intoxicating liquor on Sunday between the hours of 10:00 a.m. or 1:00 p.m. and midnight.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF A RESOLUTION AUTHORIZING THE PRESIDENT
OF THE BOARD OF THE BELMONT COUNTY COMMISSIONERS TO PREPARE
AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE APPALACHIAN REGIONAL
COMMISSION (ARC)/GOVERNOR'S OFFICE OF APPALACHIA (GOA) GRANT
PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED**

**A RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD OF THE BELMONT COUNTY COMMISSIONERS TO
PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE APPALACHIAN REGIONAL COMMISSION
(ARC)/GOVERNOR'S OFFICE OF APPALACHIA (GOA) GRANT PROGRAM AND TO EXECUTE CONTRACTS AS
REQUIRED.**

WHEREAS, the Belmont County Board of Commissioners wishes to apply for an Appalachian Regional Commission (ARC)/Governor's Office of Appalachia (GOA) grant for the Belmont County Fairgrounds Sewage System Project;

WHEREAS, the Belmont County Fairgrounds Sewage System Project is eligible for funding from the ARC/GOA grant program; and

WHEREAS, the Belmont County Board of Commissioners, will submit an ARC/GOA grant application in the amount of \$200,000 to the Ohio Mid-Eastern Governments Association (OMEGA) for said project;

NOW THEREFORE, BE IT RESOLVED BY THE BELMONT COUNTY COMMISSIONERS:

SECTION 1: The President of the Board of the Belmont County Commissioners is hereby authorized to apply to the ARC/GOA Grant Program for funds as described above.

SECTION 2: The Belmont County Commissioners will commit \$500,000 in local funds and will commit \$295,000 in funding from other grant and/or loan programs for said project.

SECTION 3: The President of the Board of the Belmont County Commissioners is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 4: The Belmont County Board of Commissioners will abide by all terms and conditions of an ARC/GOA grant agreement.

Mr. Thomas moved for adoption of the preceding Resolution and Mr. Coffland seconded the motion.

Upon roll call the vote was as follows:

Matt Coffland	<u>Yes</u>
Mark A. Thomas	<u>Yes</u>
Ginny Favede	<u>Yes</u>

Read, approved and signed this 9th day of April, 2014.

Matt Coffland /s/

Matt Coffland, President

Mark A. Thomas /s/

Mark A. Thomas, Vice President

Ginny Favede /s/

Ginny Favede, Commissioner

**STATE OF OHIO
GOVERNOR'S OFFICE OF APPALACHIA
STATE APPALACHIAN GRANT PROGRAM
GRANT AGREEMENT**

F.T.I. Number: 346000236

Grant Number: S-P-13-1AG-1

This Grant Agreement (this "Agreement") is made and entered into between the **Ohio Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and **Belmont County Commissioners**, located at **101 West Main Street, Courthouse, St. Clairsville, OH 43950-1264**, (the "Grantee"), for the period beginning **March 1, 2014** and ending **April 30, 2015** (the "Grant Period").

BACKGROUND INFORMATION

- A.** Amended Substitute House Bill No. 153 of the 129th General Assembly has provided for an appropriation of funds to Grantor.
- B.** Pursuant to Amended Substitute House Bill No. 153, Grantor, through the Governor's Office of Appalachia, is to utilize these funds to provide financial assistance to projects in Ohio's Appalachian counties in order to further the goals of the Appalachian Regional Commission.
- C.** As required by Amended Substitute House Bill 1 of the 128th General Assembly, Grantee has met Appalachian Regional Commission eligibility requirements.
- D.** Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree, as follows:

STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of **\$100,000.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the **State Appalachian Grant Program**, and shall undertake the Project(s) as listed in Attachment A, "Scope of Work," which is attached hereto, made a part hereof and incorporated herein by reference. The award of Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds can be maintained by Grantee and expended on activities included in Attachment A. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report" as listed in Attachment B, which is attached hereto, made a part hereof and incorporated herein by reference. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.

6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Office of Community Development Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at: http://development.ohio.gov/cs/cs_fiscalforms.htm.

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in Attachment D, which is attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** Grantee shall ensure that the Grant Funds are audited according to the requirements of Attachment E, " Grant Administration Guidelines-Audits."

12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, military status, disability, age, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **Prevailing Wage.** In accordance with the Ohio Revised Code (ORC) Chapter 4115, construction projects involving Ohio grant funds may require the payment of prevailing wage for workers involved in any construction activity on the project property during the course of construction of the defined project. The Ohio Department of Commerce (ODC), Bureau of Wage & Hour, will make any final determination on the matter of payment of Prevailing Wage. If it is determined by ODC, Bureau of Wage & Hour, that the payment of prevailing wage is required, then in accordance with ORC Section 4115.071, Grantee shall designate a Prevailing Wage Coordinator who shall be vested with all the powers, duties and responsibilities required by law of a Wage Coordinator during the life of the grant. The parties agree that it is the responsibility and the duty of Grantee to comply with all prevailing wage requirements as set forth in ORC Chapter 4115, and which may be lawfully imposed by ODC.

14. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 16, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

15. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

16. **Termination.**

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

1. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
2. Failure of Grantee to submit any report required by this agreement that is complete and accurate.
3. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 17 of this Agreement.

17. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

19. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

20. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend

itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

21. Adherence to State and Federal Laws, Regulations.

- a. General.** Grantee accepts full responsibility for payment of any and all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholdings, social security withhold and any and all other taxes or payroll withholdings required for all employees engaged by Grantee in the performance of the work and activities authorized by this Agreement. Grantee accepts full responsibility for providing workers with proper safety equipment and taking any and all necessary precautions to guarantee the safety of workers or persons otherwise affected.
- b. Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and Section 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- c. Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

22. Outstanding Liabilities. Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

23. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of Grant Funds, Grantee shall be required to return all Grant Funds immediately pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC Section 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.

24. Miscellaneous.

- a. Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- b. Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- c. Entire Agreement.** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- d. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
1. In the case of Grantor, to:
Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
 2. In the case of Grantee, to:
Belmont County Commissioners
101 West Main Street, Courthouse
St. Clairsville, OH 43950-1264
Attn: Ginny Favede, President
- f. Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

I. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

GRANTEE:
Belmont County Commissioners
Ginny Favede, ~~President~~
By: Ginny Favede /s/
Printed Name: Ginny Favede
Title: Commissioner
Date: 3/19/14
APPROVED AS TO FORM:
David K. Liberati /s/ (Assistant)
PROSECUTING ATTORNEY

GRANTOR:
State of Ohio
Development Services Agency
David Goodman, Director
By: _____
Printed Name: _____
Title: _____
Date: _____

Upon roll call the vote was as follows:

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

DISCUSSION HELD – RE: BELMONT COUNTY FAIRGROUNDS SEWAGE SYSTEM – Mrs. Favede explained the above motion is an application. She provided the following background: In 2010 the fair relocated and found themselves in a dire situation. There were unforeseen costs at the new fairgrounds. The sewer costs were out of control. She went to the OUE campus to Mr. Mike McTeague and the Dean, Dr. Greenlee, and asked them if they would assist the fairboard in creating a strategic plan. They spent the better part of that year, along with undergraduates Milan Visic, Brittany Kinder, and Christopher Schmidt, creating an Economic Development Strategic Plan for the fairgrounds. For the past 2 months Mrs. Favede has been working with the fairboard and OMEGA to utilize this document to create the application for the funds to put in the sewer. She said it is always a good day in the county when we utilize the resources and the new dean at OUE was thrilled to know that his students participated in something that is very close to OUE. One of the reasons for the strategic plan is to present the fairgrounds not as a fairground, but the mission statement that they came up with is “to provide the citizens of Belmont County with a multi-use event facility which serves the agricultural, business, cultural, education and recreational interests and needs of the residents of Belmont County and surrounding communities.”

Mrs. Favede advised the cost of it (sewer project) today is \$995,600.00. The Board of Commissioners has committed \$500,000.00 of that; \$295,000.00 is an application to the Ohio Water Development Board, who created this Un-sewered Area Assistance Program. We have applied for \$200,000.00 for the ARC grant today.

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Fred Bennett, County Engineer, pursuant to ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn executive session.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:36 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with David Hacker, Senior Services Program Coordinator, and Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline 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 ADJOURNING EXECUTIVE SESSION AT 10:45 A.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn executive session.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

OPEN PUBLIC FORUM – Former Commissioner Mike Bianconi stated when he left the board in the year 2000, Fire/EMS contracts were in the amount of \$6,000.00. It is now 2014 and they are \$6,500.00. He asked the board to consider bumping this figure “way up.”

The board heard from DJFS employee Lynn Zanke, who came to the meeting with several DJFS employees, regarding the open position for Director for their department. She said on November 20, 2013, a petition was turned into the board with 75% of DJFS employees signing asking that Interim Director Lisa Fijalkowski be named Director. They again are asking for the boards’ support in hiring Lisa Fijalkowski as Director. Mr. Coffland noted she was appointed Interim Director and it’s the boards right to continue with the process in finding a director. Mr. Thomas remarked that all DJFS employees, including the Interim Director, are Commissioners’ employees, and advised he will make the decision from his new vantage point. He will do the job he was elected to do. He said he welcomes input, but does not want to be questioned

about how he does his job. Mrs. Favede explained the three prior attempts to hire and the board not being able to move forward. She made the following comments: As board president she was signing all documents for DJFS. It was overwhelming for her to do her own job and then take on the responsibility of signing documents wherein she is not as versed in what the DJFS employees do. It was then Ms. Fijalkowski was appointed as the interim director. It was suggested an outside source be hired to handle the interviews for the board. Mr. Brian Butcher was hired for this task as he had experience in the hiring of several DJFS Directors throughout the state. He recommended two applicants who had basically tied for the position, with Ms. Fijalkowski being one of those two applicants. The board never met or followed up on those interviews. At that time Commissioner Probst left and Mr. Thomas came in office. Mrs. Favede acknowledged that Ms. Fijalkowski has been Interim Director since last August. Mrs. Favede voiced her appreciation for all county employees who when called upon do the best for the county and what the board asks of them. She said Ms. Fijalkowski came in on a moment's notice and took on that as an interim. Mrs. Favede said she would be the first to say, that was the intention. As she has watched the organization and seen what everyone has been doing and growing, and the grants she has brought in, (Lisa is working with Board of DD and Senior Services) she has been profoundly impressed with her. Mrs. Favede thinks the employees happiness matters and thinks that reflects on their jobs. She has said on the record that she is comfortable with appointing Ms. Fijalkowski to the Director's position. It is the boards' decision to go back into formal interviews.

Richard Hord asked how far along the process is here in the county to institute land banking and if it is still being considered. Mrs. Favede is working on this and will be meeting with representatives to get this organized. Formal action will then need to be taken with a resolution forming the land bank board of directors. Mr. Hord asked about the plans for the old annex building on Rt. 331. It is the boards' intent to have it demolished due to its condition and for safety reasons.

Wilbur Winland praised the opportunity to have open public forum and noted appreciation for the board taking questions and addressing concerns.

Announcement-The Board will reconvene in Executive Session pursuant to ORC 121.22(G)(1) Personnel Exception as follows:

- Thursday, April 10, 2014, at 12:00 pm to consider appointment and compensation of a public employee, AND
- Monday, April 14, 2014, at 11:00 am to consider appointment and compensation of a public employee.

BREAK UNTIL TOMORROW.

RECONVENED THURSDAY, APRIL 10, 2014. ALL COMMISSIONERS PRESENT. (Note: Mrs. Favede arrived at 12:07 p.m.)

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 12:05 P.M.

Motion made by Mr. Coffland, seconded by Mr. Thomas to enter executive session with Belmont County Sheriff Dave Lucas and Fayette County Deputy & Dog Warden Bob Pitakos, Assistant Prosecutor David K. Liberati and Human Resources Manager Mike Kinter pursuant to ORC 121.22(G)(1) Personnel Exception to consider the appointment and compensation of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 1:40 P.M.

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn executive session.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

IN THE MATTER OF APPROVING AND SIGNING THE AGREEMENT BETWEEN BELMONT CO. ENGINEER AND AFSCME

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Agreement between Belmont County Engineer and AFSCME, Ohio Council 8, AFL-CIO Local #3285, effective April 24, 2014 through April 23, 2017, subject to the terms of the agreement being what was represented to the board in the executive session earlier today.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION TO ENTER THE COUNTY EMPLOYEE BENEFITS CONSORTIUM OF OHIO (CEBCO)

Belmont County Resolution

April 9, 2014

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

Be it resolved, that the Belmont County Commission has decided to enter the County Employee Benefits Consortium of Ohio ("CEBCO") for health and prescription insurance administration services effective June 1, 2014.

Upon roll call the foregoing was unanimously adopted this 9th day of April, 2014.

Signed by Commissioners on April 10, 2014

Ginny Favede	<u>Ginny Favede /s/</u>	<u>Yes</u>
Matt Coffland	<u>Matt Coffland /s/</u>	<u>Yes</u>
Mark Thomas	<u>Mark Thomas /s/</u>	<u>Yes</u>

RECONVENED MONDAY, APRIL 14, 2014, AT 10:25 A.M. ALL COMMISSIONERS PRESENT.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:25 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, and David Hacker, Senior Services Program Coordinator (via phone) pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline 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 ADJOURNING
EXECUTIVE SESSION AT 10:50 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn executive session.

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 TERMINATION
OF LINDA SADOSKY, DIRECTOR OF THE MARTINS
FERRY SENIOR CENTER/SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the termination of Linda Sadosky, Director of the Martins Ferry Senior Center, effective immediately based on the recommendation of David Hacker, Senior Services Program Coordinator.

Upon roll call the vote was as follows:

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

PROJECT UPDATE FROM FACILITIES MANAGER JACK REGIS – Jack recommended awarding the bid for the HVAC project to H. E. Neumann due to warranty language. The 0-Turn John Deere mower is up and running. He feels if it is used at the Health Department it will last a long time. Three bids for another 0-Turn from various manufacturers were submitted to the board. Maintenance is building a handicap ramp for the Barnesville Veterans Office. There was a little hang up with getting the lights installed in Probate/Juvenile Court. They should be in this week and then they will start in the Treasurer’s Office. Jack toured the grass cutting areas with those interested in the project and the proposals will be submitted next Monday. Two doors were replaced at the animal shelter. The roof is leaking at Oakview. They tried to patch it. He got two estimates for repair; one being \$50,000.00 for a foam roof and \$100,000.00 for a rubber roof. There are too many weak spots to patch. Jack asked if he was getting summer help. Mr. Coffland suggested checking with Kathy Klee of CAC for additional help through their youth program, if possible.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:03 A.M.**

Motion made by Mr. Coffland, seconded by Mrs. Favede to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the appointment and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 1:00 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn executive session.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, NO ACTION WAS TAKEN.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:25 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn the meeting at 1:25 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 16th day of April, 2014.

 _____ COUNTY COMMISSIONERS

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

_____ PRESIDENT
 _____ CLERK