

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 Bonnie Zuzak, Assistant Clerk of the Board.

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

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

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

IN THE TOTAL AMOUNT OF \$321,285.28

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

GENERAL FUND

FROM	TO	AMOUNT
E-0040-A002-G02.002 Salaries-Employees	E-0051-A001-A50.000 Budget Stabilization	\$80,000.00
E-0051-A001-A02.002 Salaries-Employees	E-0051-A001-A50.000 Budget Stabilization	\$27,000.00
E-0051-A001-A02.002 Salaries-Employees	E-0256-A014-A09.006 Life Insurance	\$ 3,000.00
E-0051-A001-A27.007 Unemployment Comp.	E-0051-A001-A50.000 Budget Stabilization	\$ 76.44
E-0056-A006-E04.011 Contract Services	E-0056-A006-E01.002 Salaries	\$ 3,700.00
E-0056-A006-E04.011 Contract Services	E-0056-A006-E08.003 PERS	\$ 5,200.00
E-0056-A006-E10.005 Medicare	E-0051-A001-A50.000 Budget Stabilization	\$ 8,362.00
E-0056-A006-E10.005 Medicare	E-0070-A012-A08.003 PERS	\$ 871.00

B00 DOG & KENNEL FUND:

FROM	TO	AMOUNT
E-1600-B000-B02.002 Salaries-Employees	E-1600-B000-B13.006 Hospitalization Exp	\$80.00

H10 CSEA ADMINISTRATION FUND/BCDJFS

FROM	TO	AMOUNT
E-2600-H010-H04.012 Equipment	E-2600-H010-H01.002 Salaries	\$2,000.00

J00 REAL ESTATE ASSESMENT/AUDITORS

FROM	TO	AMOUNT
E-1310-J000-J06.000 Other Expenses	E-1310-J000-J03.011 Contracts-Services	\$30,000.00

S70 IN-HOME CARE LEVY FUND/SSOBC

FROM	TO	AMOUNT
E-5005-S070-S17.000 Fuel	E-5005-S070-S06.006 Hospitalization	\$300.00

S77 COMMUNITY BASED CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$2,202.28
E-1520-S077-S03.003 PERS	E-1520-S077-S04.006 Hospitalization	\$749.22
E-1520-S077-S05.004 Workers Comp	E-1520-S077-S04.006 Hospitalization	\$626.00

S86 NORTHERN COURT-GENERAL SPECIAL PROJECTS FUND

FROM	TO	AMOUNT
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S02.003 PERS	\$298.18

S87 EASTERN COURT-GENERAL SPECIAL PROJECTS FUND

FROM	TO	AMOUNT
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S03.006 Hospitalization	\$121.66

S88 WESTERN COURT-GENERAL SPECIAL PROJECTS FUND

FROM	TO	AMOUNT
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S02.003 PERS	\$254.64
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S03.006 Hospitalization	\$171.00

W82 DRETAC-TREASURER FUND

FROM	TO	AMOUNT
E-1410-W082-T09.011 Contract Services	E-1410-W082-T07.006 Hospitalization	\$534.05

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND/GENERAL FUND TO VARIOUS

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers from the General Fund to the various funds listed below:

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9891-Y091-Y01.500 Hospitalization	\$2,400,000.00
E-0257-A015-A15.074 Transfers Out	R-9212-O030-O08.574 Transfers In/Jail Bond Pymt.	\$ 545,250.00
E-0257-A015-A15.074 Transfers Out	R-9212-O031-O20.574 Transfers In/Satellite Bldg.	\$ 962,389.92
E-0257-A015-A15.074 Transfers Out	R-9212-O037-O01.574 Transfers In/Eastern Court	\$ 751,129.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
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December 16, 2015

Mrs. Favede Yes
Mr. Coffland Yes

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS
FOR VARIOUS FUNDS/CLOSED CARRY-OVER POs**

Motion made by Mr. Thomas, seconded by Mrs. Favede to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of December 16, 2015:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

<u>A00 General Fund/Various</u>		
E-0061-A002-B04.012	Equipment	\$ 514.40
E-0061-A002-B05.000	Intense Probation/Clerk of Courts	\$45,685.09
E-0061-A002-B11.000	Foreign Judges	\$ 942.40
E-0069-A011-A11.000	GIS Project	\$12,525.05
<u>J00 Real Estate Assessment</u>		
E-1310-J000-J06.000	Other Expenses	\$ 6,255.73

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of December 16, 2015:

GENERAL FUND

E-0051-A001-A50.000	Budget Stabilization	\$1,359.32
E-0131-A006-A04.002	Salaries-Road Deputies	\$425.71
E-0257-A015-A15.074	Transfers-Out	\$4,658,768.92

L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L07.000	Service Fees	\$7.25
E-1810-L001-L14.000	Other Expenses	\$1,019.69
E-1810-L001-L15.007	Unemployment	\$483.64

N41 ISSUE TWO MONIES FUND/AUDITORS

E-9041-N041-N10.055	Project Payments	\$28,547.83
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SHERIFF/VARIOUS

E-0131-A006-A09.000	Medical	\$717.88
E-0131-A006-A23.000	Background	\$207.00
E-0131-A006-A24.000	E-SORN	\$125.00
E-0131-A006-A28.000	Shop With A Cop	\$240.00
E-0131-A006-A32.000	Warrant Fee	\$380.00
E-1652-B016-B02.000	Education Expenses	\$50.00
E-5100-S000-S01.010	Supplies	\$573.34
E-5101-S001-S06.000	License Issuance Expenses	\$1,540.00
E-5101-S001-S07.012	Equipment	\$1,437.00
E-9710-U010-U06.000	Other Expenses	\$40.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR
THE**

WAIVED HOSPITALIZATION CHARGEBACKS FOR

THE MONTHS OF SEPTEMBER, OCTOBER & NOVEMBER, 2015

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for Waived Hospitalization for the months of September, October & November, 2015.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	10,749.98
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	250.00
E2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	166.66
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	1,750.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y03.500	0.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	380.73
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	902.03
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	58.88
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	61.26
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	10.00
E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	3.76
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,250.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	1,083.33

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E-0400-M078-M02.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	83.33
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	750.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,500.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,250.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	416.66
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	1,000.00
E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	1,833.33
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	0.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	250.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	0.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	0.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	0.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
	TOTAL		26,499.95

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR NOVEMBER, 2015**

Motion made by Mr. Thomas, seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of November, 2015.

Gross Wages P/E 11/14/15 THRU 11/28/15	TO		
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	6059.72
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	845.60
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1279.64
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2635.84
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4273.14
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5238.52
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2303.24
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	693.60
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5919.31
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8125.32
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1032.03
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	5831.96
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1550.62
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2140.04
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1674.60
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6702.07
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	6331.82
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3389.91
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	10134.93
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2511.10
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	848.26
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2678.16
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2241.62
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3268.66
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<u>483.29</u>
			88225.00
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2776.96
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	340.65
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	843.00
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	

Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	3178.00
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	287.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	564.00
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	346.00
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.500	R-9895-Y095-Y01.500	200.00
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	400.00
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	47319.31
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8061.99
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2822.16
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3629.92
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	12191.79
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4179.19
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	991.73
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	347.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1431.92
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1099.58
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	1132.04
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	750.26
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	1601.69
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	8978.29
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	788.42
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	2677.32
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	180.49
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	38.15
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	673.08
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	7656.86
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8326.54
JUV ACCTBLY - BLOCK GRANT	E-0914-S035-S05.000	R-9895-Y095-Y01.500	390.32
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2115.93
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	27518.00
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	13812.06
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	748.96
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2902.24
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	648.98
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	607.18
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	878.48
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	123.09
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2179.65
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	516.60
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	579.80
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			266,038.11

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated December 16, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

December 16, 2015

Motion made by Mr. Thomas, seconded by Mr. Coffland granting permission for county employees to travel as follows:
DJFS-Vince Gianangeli to Lewis Center, OH, on January 11-12, 2016, for 2016 OJFSDA Executive Retreat. Estimated expenses: \$548.53
ENGINEERS-Fred F. Bennett and Terry Lively to Columbus, OH, on January 21-22, 2016, for 2016 Ohio County Engineers conference. Estimated expenses: \$800.00. Terry Lively and Don Pickenpugh to Dayton, OH, on February 10-13, 2016 for Professional Land Surveyors of Ohio conference. Estimated expenses: 750.00.

Upon roll call the vote was as follows:

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

Reminder-The Board's next regular meeting will be Tuesday, December 22, 2015 at 9:00 a.m.

IN THE MATTER OF NOTICE OF BOARD'S ANNUAL REORGANIZATION MEETING

Motion made by Mr. Thomas, seconded by Mr. Coffland to hold the Board's annual Reorganization Meeting on Monday, January 11, 2016 at 9:00 a.m. pursuant to Ohio Revised Code Section 305.05 and to notify the media of the same. The Board will also hold their regular meeting on Wednesday, January 13 at 9:00 a.m.

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 CONTRACT BETWEEN BCDJFS AND REBECCA SAFKO, CONSULTANT

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the contract between Belmont County Department of Job and Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Opportunity Act (WIOA) Area 16 effective January 1, 2016 through December 31, 2016 in an amount not to exceed \$36,000.00.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract**

Whereas, this contract, entered into on this 16th day of December, 2015, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant (hereinafter "Contractor"), is for the purchase of the performance of the following services: WIA/WIOA Area 16 fiscal services that meet the requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide WIA Area 16 fiscal services. The Purchaser has agreed to use WIOA Funds (CFDA # 17.258, #17.259, and #17.278) and other workforce related funding coming to the area after the date of this contract that support the activities performed under this contract.

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
310 Fox Shannon Place
St. Clairsville, OH 43950
740-695-1075

Contractor: Rebecca Safko
1446 Iroquois Drive
Pittsburgh, PA 15205
412-489-5464 or 740-632-4671 cell

III CONTRACT PERIOD

This contract and its terms will become effective on January 1, 2016. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2016. The contract may be extended for an additional 12-month period based on the satisfactory performance of services by the Contractor.

IV DEFINITIONS

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

V SCOPE OF WORK

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

A. Contractor Responsibilities

1. The professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be January 1, 2016 through December 31, 2016. At a minimum, this contract requires the Contractor to perform the following services:
 - Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County's submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WDB, act as liaison between ODJFS and Area 16 counties, assist counties with WIOA audits, as needed; prepare the Area 16 audit schedules and footnotes; liaison with the Auditor of State regarding the Area 16 audit; and maintain Area 16 fiscal documentation.
2. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
3. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
4. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Innovation and Opportunity Act program and related activities as they apply to all counties in WIOA Area 16.
4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

C. Service Requirements

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties' WIOA programs.

D. Performance Standards

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the first to the last day of that month.

Failure of Contractor to deliver all required invoices by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

F. Evaluation and Monitoring

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act Funds (CFDA # 17.258, #17.259, and #17.278) and subsequent related workforce funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$36,000.00 (12-month contract)**. **All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.**

VII ALLOWABLE COSTS

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

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

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

The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.

Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit at the end of this contract. Cost shall not exceed \$36,000.00.

A, IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

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

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

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

XI DISPOSITION OF ASSETS

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after acceptance of closeout report. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

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

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

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Area 16 Workforce Development Board's policy in the performance of work under this contract.

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

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

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

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

XXV WAIVER

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board in connection with any omission or negligent action.

XXVII GOVERNING LAW AND FORUM

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

XXVIII SEVERABILITY

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

XXIX NON-DISCRIMINATION

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

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

XXX CHILD SUPPORT ENFORCEMENT

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXIII COPELAND "ANTI-KICKBACK" ACT

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIV DAVIS-BACON ACT

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXVI PUBLIC RECORDS

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

XXXVIII ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

XXXIX PROCUREMENT

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

Rebecca Safko, Proposed Services Budget

January 1, 2016 through December 31, 2016

		Hours to		Annual
		Perform	Frequency	Hours
				Budgeted
Weekly	Draw Process	1	52	52
	Emails and Technical Asst.	2	52	104
Monthly	Process Financials	4	12	48
	Review & Oversight	2	12	24
	Maintain & Update Budgets	0.5	12	6

Belmont financials	1.5	12	18
Quarterly			
One-Stop	4	4	16
COG/WIB	15	4	60
WIB State Fiscal meeting(Columbus)	5	4	20
Reconcile w/State financials	3	4	12
Annually			
Audit Belmont WIA	5	1	5
Audit Area 16 and certifications	20	1	20
Monitoring:			
Belmont Fiscal & Program	25	1	25
Belmont Youth Contract	8	1	8
Carroll Fiscal & Program	20	1	20
Harrison Fiscal & Program	20	1	20
Jefferson CDFJS-Fiscal & Adm	8	1	8
Jefferson CAC-Fiscal & Program	25	1	25
Research	15	1	15
Write up & record keeping	15.75	1	15.75
WIOA System development/State required Training/Technical Assistance			150
WIOA meetings & accounting and/or monitoring training			64
		Total Hours	735.75
		Hourly Rate	41.5

12 month contract, compensation for Activities detailed above	30,533.63
Software/supplies/phone/internet/computer usage	800.00
Travel	4,166.37
Training	500.00

Total Budget \$36,000.00

XL SIGNATURES

<u>Vince Gianangeli /s/</u>	<u>12-14-15</u>
Belmont County Department of Job and Family Services	Date
<u>Mark A. Thomas /s/</u>	<u>12-16-15</u>
Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	<u>12-16-15</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>12-16-15</u>
Belmont County Commissioner	Date
<u>R. Safko /s/</u>	<u>12/14/15</u>
Rebecca Safko, Consultant	Date
<u>David K. Liberati assist /s/</u>	<u>12-15-15</u>
Approved as to form:	Date
Belmont County Prosecutor	

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT CO. DEPT. OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

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

RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY

December 16, 2015

WHEREAS, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

WHEREAS, counties have requested such adjustments to best meet the needs of their constituents due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

WHEREAS, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

WHEREAS, a county family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such requests a resolution authorizing such from that county's Board of Commissioners; and

WHEREAS, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county family service agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

THEREFORE, BE IT RESOLVED that the Belmont County Board of Commissioners hereby assigns authority to Vince Gianangeli, BCDJFS Director, to serve as the Belmont County Board of Commissioners' designee, and hereby grants Vince Gianangeli the authority to sign inter-county adjustment agreements on behalf of Belmont County for the period January 1, 2016 through December 31, 2016, with the understanding that a summary of such adjustments shall be provided to the Board of Commissioners as they are made with other County Departments of Job and Family Services.

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

Adopted this 16th day of December, 2015.

Mark A. Thomas /s/ Yes

Mark Thomas, President, Board of County Commissioners

Matt Coffland /s/ Yes

Matt Coffland, County Commissioner

Ginny Favede /s/

Ginny Favede, County Commissioner Yes

**IN THE MATTER OF PROMOTION AND PAY RANGE ADJUSTMENT
FOR MR. MICHAEL SCHLANZ-WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) SUPERVISOR TO
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) ADMINISTRATOR OF THE BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES**

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

RESOLUTION

WHEREAS, the Ohio Revised Code empowers, the Belmont County Board of Commissioners to establish compensation and set benefit levels for the Belmont County Department of Job and Family Services non-bargaining unit employees, and;

WHEREAS, with this promotion, Mr. Schlanz, will be responsible for overseeing the Workforce Innovation and Opportunity Act Program.

NOW THEREFORE, BE IT RESOLVED, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to promote Mr. Schlanz from WIOA Program Supervisor to WIOA Program Administrator and adjust the pay range of Mr. Michael Schlanz from a Pay Range Thirty-Two, Step Eight (base rate \$31.09) to Pay Range Thirty-Four, Step Five (base rate \$32.58).

Upon roll call the vote was as follows:

Mr. Thomas Yes

Mr. Coffland Yes

Mrs. Favede Yes

**IN THE MATTER OF AWARDING BID FOR THE WATER
STORAGE TANKS RECOATING PROJECT/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Notice of Award for the **Water Storage Tanks Recoating** project to the low bidder, M. K. Painting, Inc. in the amount of \$394,000.00, based upon the recommendation of Jeff Vaughn, Project Engineer.

NOTICE OF AWARD

To: M.K. Painting, Inc.
4157 Seventh Street
Wyandotte, Michigan 48192

Project Description: **Contract No. 1 – Water Storage Tanks Recoating**

The Owner has considered the Bid submitted by you for the above described Work in response to is Advertisement for Bids.

You are hereby notified that your Bid has been accepted for items in the amount of

\$ 394,000.00.

If you fail to execute said Agreement within fifteen days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 16th day of December, 2015.

Belmont County Commission
Owner

By: Mark A. Thomas /s/

Matt Coffland /s/

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 ROADWAY USE AND MAINTENANCE
AGREEMENTS FOR DRILLING PROJECTS AND INFRASTRUCTURE WITH
ASCENT RESOURCES-UTICA, LLC./COLEMAN AND ROSS WELL PAD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into a **Roadway Use Maintenance Agreements for Drilling Projects and Infrastructure** with Ascent Resources-Utica, LLC, effective December 16, 2015 for the purpose of "Drilling Activity" at the following sites:

1.) 0.87 miles (4,900 feet) of CR 56 (Vineyard Road) at the Coleman N RCH BL Well Pad Site.

2.) 0.87 miles (4,900 feet) of CR 56 (Vineyard Road) at the Ross SE RCH BL Well Pad Site.

Note: Bond not required per County Engineer Fred Bennett. Ascent Resources-Utica LLC has already paved the road.

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and ASCENT RESOURCES – UTICA, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725 (Hereafter "Operator"), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Richland Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [**COLEMAN N RCH BL WELL PAD SITE**], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [**COLEMAN N RCH BL WELL PAD SITE**] (hereafter collectively referred to as "oil and gas development site") located in Richland Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.87 miles (4,900 feet) of CR 56 (Vineyard Road) for the purpose of ingress to and egress from the [**COLEMAN N RCH BL WELL PAD SITE**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [**COLEMAN N RCH BL WELL PAD SITE**] (hereinafter referred to collectively as "Drilling Activity"); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 56 (Vineyard Road), to be utilized by Operator hereunder, is that exclusive portion beginning at US 40 (National Road) and extending north 0.87 miles (4,900' feet) ending at TR 338 (Watson Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 (Vineyard Road) for any of its Drilling Activities hereunder.

2. The portion of said road and bridges and their appurtenances to be used by Operator shall be maintained by Operator for damages caused by Operator's Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of _____ & 00/100 DOLLARS (\$_____.00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement.

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on December 16, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: Ginny Favede /s/

Ginny Favede, Commissioner

By: Matt Coffland /s/

Matt Coffland, Commissioner

Operator

By: Jeff B. Beck /s/

Printed name: Jeff B. Beck

December 16, 2015

By: Mark Thomas /s/

Mark Thomas, Commissioner

Fred F. Bennett /s/

Fred Bennett, County Engineer

Dated: 12-16-15

Approved as to Form:

David K. Liberati assist /s/

Daniel P. Fry, County Prosecutor

Company Name: Ascent Resources – Utica, LLC

Title: Field Superintendent – Road Infrastructure Management

Dated: 12/2/15

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT
FOR DRILLING PROJECTS AND INFRASTRUCTURE**

THIS AGREEMENT is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter “Authority”), and Ascent Resources – Utica, LLC, whose address is 1000 Utica Way, Cambridge, OH 43725 (Hereafter “Operator”), and shall be as follows:

RECITALS

WHEREAS, Authority has control of the several county roads within Richland Township, in Belmont County, Ohio and is required by law to keep such roads in good repair; and

WHEREAS, Operator is the operator of certain oil and gas leasehold, and intends to develop and operate the [**ROSS SE RCH BL WELL PAD SITE**], including the equipment, facilities, impoundments, and pipelines necessary for the operation of the [**ROSS SE RCH BL WELL PAD SITE**] (hereafter collectively referred to as “oil and gas development site”) located in Richland Township, in Belmont County, Ohio; and

WHEREAS, Operator intends to commence use of 0.87 miles (4,900 feet) of CR 56 (Vineyard Road) for the purpose of ingress to and egress from the [**ROSS SE RCH BL WELL PAD SITE**], for traffic necessary for the purpose of constructing sites and drilling horizontal oil and gas wells, and completion operations at the [DEVELOPMENT SITE NAME] (hereinafter referred to collectively as “Drilling Activity”); and

WHEREAS, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Drilling Activity; and

WHEREAS, if any county or township roads contemplated herein contain any railroad crossings, Section 4 below shall apply;

NOW THEREFORE, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Drilling Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Drilling Activity related to such sites.

FURTHER, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Drilling Activity, prior to the start of Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator’s engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

BOTH PARTIES FURTHER AGREE to the following additional terms and conditions:

1. The portion of CR 56 (Vineyard Road), to be utilized by Operator hereunder, is that exclusive portion beginning at US 40 (National Road) and extending north 0.87 miles (4,900’ feet) to TR 338 (Watson Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR 56 (Watson Road) for any of its Drilling Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator’s Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Drilling Activity by Operator, at Operator’s sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator’s Drilling Activity, at Operator’s sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator’s engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed to by the Operator or the Operator’s contractors and or agents.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Drilling Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator’s notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad’s discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator’s use for its Drilling Activity, at Operator’s sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless excepted for the reasons provided below, prior to the Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of _____ & 00/100 DOLLARS (\$ _____ .00) per mile. However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route’s condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority’s oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator’s sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

December 16, 2015

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on December 16, 2015.

Executed in duplicate on the dates set forth below.

Authority

By: Ginny Favede /s/

Ginny Favede, Commissioner

By: Matt Coffland /s/

Matt Coffland, Commissioner

By: Mark Thomas /s/

Mark Thomas, Commissioner

Fred f. Bennett /s/

Fred Bennett, County Engineer

Dated: 12-16-15

Approved as to Form:

David K. Liberati assist /s/

Daniel P. Fry, County Prosecutor

Operator

By: Jeff B. Beck /s/

Printed name: Jeff B. Beck

Company Name: Ascent Resources – Utica, LLC

Title: Field Superintendent – Road Infrastructure Management

Dated: 12/2/15

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	<u>Yes</u>
Mrs. Favede	<u>Yes</u>

**IN THE MATTER OF AUTHORIZING THE
HIRING OF DEBRA GARRISON FOR
ACCOUNTS PAYABLE POSITION/BCSSD**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Debra Garrison for the Accounts Payable position for Belmont County Sanitary Sewer District effective January 4, 2016 at the rate of \$11.45 per hour.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM WHITESIDE
OF ST. CLAIRSVILLE, INC., FOR 2016 CHEVROLET IMPALA/
COMMON PLEAS COURT-ADULT PROBATION DEPT.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the quote dated 12/14/15 from Whiteside of St. Clairsville, Inc., in the net amount of \$15,504.00 for the purchase of a 2016 Chevrolet Impala for the Common Pleas Court - Adult Probation department.

(NOTE: This is a fleet replacement; the department is trading-in a 2009 Chevrolet Impala.)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM NATIONAL
EQUIPMENT CO. FOR 60" SOUTHBEND RANGE/JAIL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the quote dated 12/14/15 from National Equipment Company in the amount of \$3,295.00 for the purchase of a 60" Southbend Model S60DD 10-burner range for the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM KENCO CONSTRUCTION
FOR SEALING OF ALL OPENINGS/COURTHOUSE ATTIC**

Motion made by Mr. Thomas, seconded by Mr. Coffland to accept the proposal dated 12/02/15 from Kenco Construction for time and materials not to exceed \$4,500.00 for the sealing of all openings in the Courthouse attic.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes

December 16, 2015

Mrs. Favede Yes

**IN THE MATTER OF SIGNING AND APPROVING THE
CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN
FOR MAXIMUS CONSULTING SERVICES, INC.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and authorize Commission President Mark A. Thomas to sign the **Certificate of County-Wide Cost Allocation Plan** for Maximus Consulting Services, Inc., for the year ending December 31, 2014.

Note: Belmont County contracts with Maximus to prepare the cost allocation plan, which establishes the allowable costs that can be charged back to departments with funding sources outside the General Fund.

BELMONT COUNTY, OHIO

CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan prepared by **MAXIMUS Inc.** and submitted herewith and to the best of my knowledge and belief:

All costs included in this proposal to establish cost allocations or billings for the year ended December 31, 2014 are allowable in accordance with the requirements of 2 CFR 200, (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*), "*Cost Principles for State and Local Governments*," and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. Acceptance of this Cost Plan is contingent upon no material inaccuracies subsequently being found.

I declare that the foregoing is true and correct.

Signature	<u>Mark A. Thomas /s/</u>
Print Name	<u>Mark A. Thomas</u>
Title	<u>PRESIDENT</u>
Date of Execution	<u>December 16, 2015</u>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:37 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Dana Meager, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment, discipline and promotion 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 9:49 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to exit executive session at 9:49 a.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF PROMOTING
JOHN MCCORT TO MAINTENANCE/HOUSEKEEPING
FROM HOUSEKEEPING/MAINTENANCE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to promote John McCort to maintenance/housekeeping from a housekeeping/maintenance position at the rate of \$9.60 per hour effective 12/20/15.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR PART-TIME
KENNEL STAFF/ANIMAL SHELTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for a part-time Kennel staff position at the Belmont County Animal Shelter to replace a recent resignation.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of Dec. 9, 2015.

Upon roll call the vote was as follows:

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

Reconvened Monday, December 21, 2015 at 9:10a.m. Commissioners Thomas, Favede and Coffland present. No further action to be taken.

December 16, 2015

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:10 A.M.

Motion made by Mr. Coffland, seconded by Mrs. Favede to adjourn the meeting at 9:10 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of December, 2015.

Mark A. Thomas /s/_____

Ginny Favede /s/_____ COUNTY COMMISSIONERS

Matt Coffland /s/_____

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

Mark A. Thomas /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ ASSISTANT CLERK