

St. Clairsville, Ohio

December 17, 2014

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

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

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

"BILLS ALLOWED"

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

Claim of	Purposes	Amount
P-Simplex Grinnell	Repairs/Oakview Admn Bldg. Fund	400.00

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for December 17, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$71,102.31
A-GENERAL/AUDITOR	\$2,152.50
C-Indigent Guardianship Fund	\$300.00
H-Job & Family, CSEA	\$1,729.22
H-Job & Family, Public Assistance	\$194.22; \$15.00; \$14,878.95
H-Job & Family, WIA	\$1,174.00; \$22,650.10; \$168,766.66; \$6,500.00; \$216,567.90
J-Real Estate Assessment	\$107.44
M-Juvenile Ct. – Placement II	\$175.00
M-Juvenile Ct. Placement I	\$29,498.52
M-Juvenile Ct. Title IV-E Reimb.	\$1,499.02
N-Capital Projects-Facilities	\$100,042.29
S-District Detention Home	\$2,544.20
S-Job & Family, Children Services	\$659.75
S-Juvenile Ct. General Special Projects	\$3,491.52
S-Probate Ct. Computer Fund	\$3,499.21
S-Probate Ct. Conduct of Business	\$251.25
S-Senior Services	\$15,931.56
S-Western Div. Ct. Computer Fund	\$3,846.01
W-CEBCO Wellness Grant	\$8,493.60

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/VARIOUS

FROM	TO	AMOUNT
E-0012-A001-B14.003 PERS	E-0011-A001-B09.003 PERS	\$ 754.72
E-0051-A001-A02.002 Salaries-Employees	E-0051-A001-A25.003 PERS	\$ 639.87
E-0051-A001-A02.002 Salaries-Employees	E-0051-A001-A50.000 Budget Stabilization	\$ 6,634.12
E-0051-A001-A13.010 Supplies	E-0051-A001-A50.000 Budget Stabilization	\$ 3,800.88
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A90.002 Salaries-Nurses	\$ 2,000.00
E-0051-A001-A50.000 Budget Stabilization	E-0111-A001-E09.003 PERS	\$ 536.11
E-0054-A006-F01.002 Salaries-Employees	E-0054-A006-F05.003 PERS	\$ 482.44
E-0051-A001-A50.000 Budget Stabilization	E-0170-A006-G11.000 Other Expenses	\$ 1,127.00
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A02.002 Salaries-Admin.	\$20,769.00
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A13.003 PERS/SPRS	\$ 1,790.66
E-0131-A006-A03.002 Salaries-Jail	E-0131-A006-A15.007 Unemployment	\$ 852.27
E-0181-A003-A09.003 PERS	E-0181-A003-A11.000 Other Expenses	\$ 26.83
E-0181-A003-A02.002 Salaries-Employees	E-0181-A003-A06.011 Contracts-Services	\$ 317.95
E-0181-A003-A09.003 PERS	E-0181-A003-A06.011 Contracts-Services	\$ 537.25

H00 PUBLIC ASSISTANCE FUND

FROM	TO	AMOUNT
E-2510-H000-H02.010 Supplies	E-2510-H000-H12.003 PERS	\$20,000.00

N29 CAPITAL PROJECTS-FACILITIES FUND

FROM	TO	AMOUNT
E-9029-N029-N02.055 CH Building Repair	E-9029-N029-N04.055 Other Expenses	\$12,450.39

P53 SSD #2 REVENUE FUND/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P05.000 Materials	E-3705-P053-P01.002 Salaries	\$ 1,000.00

S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND

FROM	TO	AMOUNT
E-1520-S077-S03.003 PERS	E-1520-S077-S04.006 Hospitalization	\$ 1,000.00
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$ 2,569.84
E-1520-S077-S05.004 Workers' Comp.	E-1520-S077-S03.003 PERS	\$ 313.00

S86 NORTHERN COURT-GENERAL SPECIAL PROJECTS FUND

FROM	TO	AMOUNT
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S02.003 PERS	\$ 143.00

S87 EASTERN COURT-GENERAL SPECIAL PROJECTS FUND

FROM	TO	AMOUNT
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S02.003 PERS	\$ 441.00

S88 WESTERN COURT/GENERAL SPECIAL PROJECTS FUND

FROM	TO	AMOUNT
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S02.003 PERS	\$ 500.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER BETWEEN FUNDS

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

**THE BEMONT COUNTY GENERAL FUND AND
THE N29 CAPITAL PROJECTS-FACILITIES FUND**

FROM	TO	AMOUNT
<i>General Fund</i>	<i>N29 Capital Projects-Facilities Fund</i>	
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$624,427.74
<i>2014/Q1 Casino Revenue - \$203,206.91</i>		
<i>2014/Q2 Casino Revenue - \$209,099.87</i>		
<i>2014/Q3 Casino Revenue - \$212,120.96</i>		

Upon roll call the vote was as follows:

Mr. Coffland	Yes
Mr. Thomas	Yes
Mrs. Favede	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 following dates:

****DECEMBER 3, 2014****

GENERAL FUND

E-0051-A001-A10.000	Professional Services	\$100,000.00
E-0051-A001-A24.000	Infrastructure/ORC.026	\$500,000.00
E-0257-A017-A00.000	Contingencies	\$250,000.00

****DECEMBER 17, 2014****

GENERAL FUND

E-0051-A001-A50.000	Budget Stabilization	\$ 687.89
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(Oil & Gas Royalty Pymt. from Gulfport-\$106.04 and Inmate Restitution-\$581.85)

H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H04.000	Jefferson Co.	\$210,000.00
E-2610-H008-H14.000	Belmont Co. OWIP	\$ 4,000.00
E-2610-H008-H16.000	Harrison Co. OWIP	\$ 3,500.00

T11 COMMISSIONERS' CDBG FUND

E-9702-T011-T01.000	Grants	\$141,462.00
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(Draw # 179, B-F-13-1AG-1)

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

FOR THE REAL ESTATE ASSESSMENT FUND/J00

Motion made by Mr. Coffland, seconded by Mr. Thomas 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 17, 2014:

CARRYOVER PO'S THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

J00 Real Estate Assessment Fund

E-1310-J000-J03.011	Contracts-Services	\$10,610.00
E-1310-J000-J06.000	Other Expenses	\$ 7,267.02

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF SEPTEMBER, OCTOBER & NOVEMBER, 2014**

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, 2014.

FROM	GENERAL	TO	AMOUNT
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	6,749.99
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	500.00
E-5005-S070-S06.006	BCDJFS SENIOR PROGRAM	R-9891-Y091-Y03.500	2,250.00
E-3701-P003-P31.000	WATER & SEWER WWS#2	R-9891-Y091-Y03.500	266.70
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	633.06
E-3704-P051-P15.000	WATER & SEWER SSD#1	R-9891-Y091-Y03.500	44.58
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	45.19
E-3706-P055-P15.000	WATER & SEWER SSD #3A	R-9891-Y091-Y03.500	7.62

E-3707-P056-P15.000	WATER & SEWER SSD #3B	R-9891-Y091-Y03.500	2.84
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,000.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	500.00
E-0400-M060-M29.008	JUVENILE (Care & Custody)	R-9891-Y091-Y03.500	250.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9890-Y091-Y03.500	250.00
E-0400-M079-M02.008	JUVENILE (Fringes)	R-9890-Y091-Y03.500	0.00
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	3,583.33
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	250.00
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	2,666.66
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	166.66
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	250.00
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		22,916.63

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, 2014**

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

Gross Wages P/E 11/01/14 to 11/29/14	TO		
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	10,055.51
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	151.20
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,551.01
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,727.88
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,841.76
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,128.92
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,281.95
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,040.40
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,816.77
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	12,421.60
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	6,419.09
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,639.38
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,872.80
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,415.97
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	9,784.59
PROSECUTING ATTNYS	E-0111-A001-E09.003	R-9895-Y095-Y01.500	9,383.49
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	7,111.26
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	12,537.27
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,758.75
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,205.58
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,502.14
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,987.01
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	4,628.97
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>603.57</u>
			120,898.87
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,053.05
COUNTY HEALTH	E-2210-E001-E01.002	R-9895-Y095-Y01.500	6,661.40
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F03.002	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	600.40
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	488.78
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	598.77
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	641.50
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	206.32
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	66,587.65
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	12,011.02

R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,495.77
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	5,398.08
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	18,011.79
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	5,948.68
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,058.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	520.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,212.79
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	1,277.35
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,863.88
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	2,080.80
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,320.87
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	13,246.31
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	1,826.80
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,218.25
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	303.45
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	50.62
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	174.69
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,050.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	10,575.44
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,220.82
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	5,553.90
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	480.60
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	37,498.83
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	20,576.67
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	1,123.47
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	4,409.36
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	403.20
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	922.62
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	859.92
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	1,308.00
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	108.81
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,271.20
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	389.46
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	750.50
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	907.94
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
		TOTAL	372,167.83

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to execute payment of Then and Now Certification dated Dec. 17, 2014, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to request the Belmont Co. Budget Commission certify the following monies. **CDBG - \$141,462.00** paid into R-9702-T011-T01.501 CDBG-Grant FORMULA on Dec. 15, 2014. Draw No. 179, Grant #B-F-13-1AG-1. **GENERAL FUND - \$581.85** paid into R-0050-A000-A45.500 Refunds & Reimb. On 12/01/14. *Restitution for damage to toilet in C6 by Inmate Montenero.* **\$106.04** deposited into R-0050-A000-A02.500 on 12/02/14. *Check No. 048510/Gulfport Energy Royalties - 09/14.*

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS- Lori O'Grady to Columbus, OH, on Feb. 23-24, 2015 to attend State Emp. Relations Board Conference. Estimated expenses: \$407.80
SENIOR SERVICES – Sue Neavin and seniors to Wheeling, WV, on Jan. 22, 2015, for a senior center outing. A county vehicle will be used.

Upon roll call the vote was as follows:

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

ANNOUNCEMENTS: The Board's regular meeting schedule for the remainder of December 2014 are as follows:

- MONDAY, December 22, 2014 at 9:00 a.m. (Christmas)
- TUESDAY, December 30, 2014 at 9:00 a.m. (New Year's)

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 12, 2014 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 14 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 Act (WIA) Area 16 effective January 1, 2015 through December 31, 2015 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 17th day of December, 2014, 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 Area 16 fiscal services that meet the requirements and standards of the Workforce Investment Act (WIA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Investment 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 WIA Funds (CFDA # 17.258, #17.259, and #17.260) and subsequent Workforce Innovation and Opportunity Act, WIOA, Funds for the costs incurred 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, 2015. **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, 2015. 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 Investment Board

The Workforce Investment Board (WIB), as required by the Workforce Investment Act (WIA) is appointed by the county commissioners in each county in Area 16. The WIB membership is as outlined by the WIA and the Ohio Revised Code. The WIB advises the COG approves Area 16 policies and providers.

Youth Council

The Youth Council is a committee of the WIB that advises them on youth workforce issues for Area 16.

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.

WIA

WIA is the Workforce Investment 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, 2015 through December 31, 2015. 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 WIB, act as liaison between ODJFS and Area 16 counties, assist counties with WIA 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 Investment Act program and related activities as they apply to all counties in WIA 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' WIA 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 1st. 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 Investment Act Funds (CFDA # 17.258, #17.259, and #17.260) and subsequent WIOA 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 A, at the end of this contract. Cost shall not exceed \$36,000.00.

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 Workforce Development Area 16 Workforce Investment 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 Workforce Development Area 16 Workforce Investment 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 Workforce Investment Area 16 Workforce Investment Board against any and all losses, penalties, damages, settlements, costs or liabilities of 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 Workforce Investment Area 16 Workforce Investment 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, 2015 through December 31, 2015**

		Hours to Perform	Frequency	Annual 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 COG/WIB	4	4	16
	WIB State Fiscal meeting(Columbus)	15	4	60
	Reconcile w/State financials	5	4	20
		3	4	12
Annually	Audit Belmont WIA	5	1	5
	Audit Area16 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 Adm CAC-Fiscal & Program	8	1	8
	Jefferson 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
WIA 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

<i>Vince Gianangeli /s/</i>	12-22-14
Belmont County Department of Job and Family Services	Date
<i>Matt Coffland /s/</i>	12-17-14
Belmont County Commissioner	Date
<i>Ginny Favede /s/</i>	12-17-14
Belmont County Commissioner	Date
<i>Mark A. Thomas /s/</i>	12-17-14
Belmont County Commissioner	Date
<i>R. Safko /s/</i>	12-22-14
Rebecca Safko, Consultant	Date
<i>David K. Liberati /s/</i>	12-18-14

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 AMENDMENT BETWEEN BCDJFS AND THE COMMUNITY ACTION COMMISSION FOR THE CENTRAL COORDINATION AND HOME VISITING COMPONENTS OF THE HELP ME GROW PROGRAM

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Contract Amendment for the contract originally dated June 11, 2014, between the Belmont County Department of Job & Family Services and the Community Action Commission of Belmont County, to amend Article III, Section A to reflect an increase of \$12,069 to cover additional expenses incurred by the CAC for the Central Coordination and Home Visiting Components of the Help Me Grow Program. All other terms of the contract remain unchanged. The effective date of the amendment is retroactive to July 1, 2014.

Amendment to the Help Me Grow Program Contract – Central Coordination & Home Visiting

Article III, Section A (page 1) of the SFY 2015 contract currently reads as follows: “Payment for services provided in accordance with the provisions of this contract shall not exceed \$21,357, unless both Provider and Department agree upon an amended amount, and are contingent upon an the availability of funds.”

This one page amendment to this Article is for an increase of \$12,069 to cover the additional expenses incurred by the Community Action Commission of Belmont County for the Central Coordination and Home Visiting Components of the Help Me Grow Program. The amendment brings the amended total of this contract to \$33,426 for SFY 2015.

The increase is funded with carryover funds from previous Help Me Grow contract periods that are GRF dollars.

All other terms of the contract remain unchanged. The effective date of the amendment is retroactive to July 1, 2014.

<u>Vince Gianangeli /s/</u>	<u>12-10-14</u>
Vince Gianangeli, Director	Date
Belmont County DJFS	
<u>Gary Obloy /s/</u>	<u>12-10-14</u>
Gary Obloy, Executive Director	Date
CAC of Belmont County	
<u>Mark A. Thomas /s/</u>	<u>12-17-14</u>
Belmont County Commissioner	Date
<u>Matt Coffland /s/</u>	<u>12-17-14</u>
Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>12-17-14</u>
Belmont County Commissioner	Date
Approved as to form:	
<u>David K. Liberati /s/ Assistant</u>	<u>12-18-14</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION
PRESIDENT TO SIGN THE STATE OF OHIO, STATE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, GRANT No. B-F-14-1AG-1**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to sign the State of Ohio, **State Community Development Block Grant (CDBG) Program**, Grant No. B-F-14-1AG-1 in the amount of \$371,700.00 for the period of September 1, 2014 through October 31, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION
PRESIDENT TO SIGN THE STATE OF OHIO, COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM-COMMUNITY
HOUSING IMPACT AND PRESERVATION PROGRAM, GRANT No. B-C-14-1AG-1**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to sign the State of Ohio, State Community Development Block Grant (CDBG) Program-Community Housing Impact and Preservation Program, Grant No. B-C-14-1AG-1, in the amount of \$249,000.00 for the period of September 1, 2014 through December 31, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION
PRESIDENT TO SIGN THE STATE OF OHIO, HOME INVESTMENT
PARTNERSHIPS PROGRAM-COMMUNITY HOUSING IMPACT AND
PRESERVATION PROGRAM GRANT AGREEMENT, GRANT No. B-C-14-1AG-2**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to sign the State of Ohio, Home Investment Partnerships Program- Community Housing Impact and Preservation Program Grant Agreement, Grant No. B-C-14-1AG-2, in the amount of \$626,000.00 for the period of September 1, 2014 through December 31, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION
PRESIDENT TO SIGN THE STATE OF OHIO, LOW-AND MODERATE-
INCOME (LMI) HOUSING TRUST FUND COMMUNITY HOUSING IMPACT
AND PRESERVATION PROGRAM GRANT AGREEMENT, GRANT No. S-C-14-1AG-1**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commission President Matt Coffland to sign the State of Ohio, Low-And Moderate-Income (LMI) Housing Trust Fund Community Housing Impact and Preservation Program Grant Agreement, Grant No. S-C-14-1AG-1 in the amount of \$100,000.00 for the period of September 1, 2014 through December 31, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN
THE CERTIFICATION THAT THE FIVE-YEAR AND ANNUAL PHA PLAN OF
THE BELMONT METROPOLITAN HOUSING AUTHORITY IS CONSISTENT
WITH THE CONSOLIDATED PLAN OF BELMONT COUNTY**

Motion made by Mr. Thomas, seconded by Mrs. Favede to authorize Commission President Matt Coffland to sign the certification that the Five-Year and Annual PHA Plan of the Belmont Metropolitan Housing Authority is consistent with the Consolidated Plan of Belmont County prepared pursuant to 24 CFR Part 91.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favede	Yes

Mr. Coffland Yes

**IN THE MATTER OF APPROVING ESTIMATE FROM
FLAG FLOORS FOR NEW VINYL TILE IN THE THIRD
FLOOR BREAK ROOM/BELMONT CO. COURTHOUSE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve estimate number 3692 from Flag Floors in the amount of \$884.00 for the installation of new vinyl tile (excluding wood base) in the third floor break room at the Belmont County Courthouse.

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 SURFACE
USE OPTION AGREEMENT WITH OHIO RIVER SYSTEM LLC**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Surface Use Option Agreement with Ohio River System LLC in the amount of \$9000.00 for parcel ID # 26-03263.001 and 26-03264.000.

Parcel ID # 26-03263.001, 26-03264.000

Utica Pipeline System -Tract # OH-UTIC-PH1-080, AR080-1

SURFACE USE OPTION AGREEMENT

This Surface Use Option Agreement (hereinafter "Agreement") is made and entered into this 17th day of December, 2014 ("Effective Date"), between **Belmont County, Ohio, a Political Subdivision**, whose address is 101 West Main Street, St. Clairsville, OH 43950 (hereinafter "Grantor"), and **Ohio River System LLC**, a Delaware limited liability company, whose address is 2001 Bryan Street, Suite 3700, Dallas, Texas 75201 (hereinafter "Grantee").

WITNESSETH

For and in consideration of the sum of Two Hundred Fifty and 00/100 Dollars (\$250.00), to be tendered within Forty-Five (45) days from the execution of this Agreement (the "Option Payment") and in consideration of the promises, and the mutual covenants and agreements hereinafter set forth, and subject to the terms and conditions herein below, Grantor does hereby grant, bargain, sell and convey to Grantee, its representatives, designees, successors and assigns (hereinafter called "Grantee"), an exclusive indefeasible right to use the surface area and temporary access road(s) as generally depicted on the Exhibit "A" attached hereto and made a part hereof (hereinafter "Surface Area"), to: (a) utilize the Surface Area for any purpose necessary or convenient for Grantee, including but not limited to the right to construct, maintain, alter, repair and use at any time, or from time to time, a temporary access road(s) and necessary appurtenances and/or accessories in support thereof, use of parking, vehicle turnaround, pipe storage and ware yard, including any and all materials, equipment, and appurtenances necessary for the maintenance, fabrication and operation of its pipeline facilities; (b) and perform necessary pre-construction work, including but not limited to survey studies, cultural resource studies, environmental studies, geophysical studies and geotechnical studies; across, under and through the Grantor's lands situated in the Township of Pultney, County of Belmont, State of Ohio, and described as follows:

- a) A certain tract of land in Section 18, Township 5, Range 3, containing 0.5760 acres, more or less, and being more particularly described in Deed dated August 27, 2009 and recorded in the Recorder of Deed's Office of Belmont County, State of Ohio, Official Record Book No. 0199, Page No. 413, Parcel ID No. 26-03263.001; and
- b) A certain tract of land in Section 18, Township 5, Range 3, containing 0.5973 acres, more or less, and being more particularly described in Deed dated October 27, 2008 and recorded in the Recorder of Deed's Office of Belmont County, State of Ohio, Official Record Book No. 0169, Page No. 477, Parcel ID No. 26-03264.000;

hereinafter, a) and b) are collectively referred to as the "Premises".

WHEREAS, Grantor hereby grants to Grantee the right to use 0.50 acres alongside or adjacent to said pipeline route during the initial pipeline and associated appurtenances pre-construction and construction activities and for any subsequent repair, maintenance, relocation, expansion, upgrade, improvement or removal of said pipeline and appurtenances.

WHEREAS, Grantee shall have all the rights and benefits necessary or convenient for the full enjoyment and/or use of the Surface Area herein granted, including, without limitation: (a) the free right of ingress and egress over and across the Premises to, from and along the Surface Area; (b) the right to travel over, across and along the Surface Area with work crews and equipment; and (c) the right to remove all trees and other obstructions within and, at times around, the Surface Area prior to the Effective Date (as described below), and the right, but not the obligation, from time to time thereafter to cut all trees and undergrowth and remove other obstructions that may injure, endanger or interfere with Grantee's access, occupancy and use of the Surface Area. Grantor's use of the Premises shall not hinder, conflict or interfere with Grantee's rights herein granted.

A. OPTION TERM. Grantor hereby grants unto Grantee, as of the date of this Agreement, a one (1) year option ("Option Term") to acquire the rights set forth in this Agreement (the "Option").

Upon exercise of the Option Term or Option Renewal Term, Grantee shall have the exclusive right to use the Surface Area for a period of eighteen (18) months from the date Grantee elects to exercise the Option ("Primary Term"), with the option to extend the use of the Surface Area for an additional six (6) month period beyond the end of the Primary Term ("Extension Term").

B. EXERCISE OF OPTION. The parties agree that Grantee shall exercise the Option by tendering payment unto the Grantor in the amount of Nine Thousand and 00/100 Dollars (\$9,000.00), less the Option Payment(s) previously paid to Grantor, as a one-time payment for consideration of the Surface Area and all damages occurring as a result of Grantee's occupation and use of the Surface Area (the "Surface Area Payment"). Grantee may elect to use the Surface Area during the Extension Term by tendering payment unto the Grantor in the amount of Three Thousand and 00/100 Dollars (\$3,000.00), to be tendered unto Grantor prior to the expiration of the Primary Term.

In the event Grantee does not exercise the Option within the Option Term, this Agreement shall become null and void. Under no circumstances shall Grantee be deemed obligated to exercise the Option or proceed with its use of the Surface Area.

C. GRANTOR'S WARRANTY. Grantor represents and warrants that the person or persons signing this Agreement are all those necessary to fully transfer and convey the rights set forth in this Agreement to Grantee, and Grantor herein binds itself, its heirs, executors, administrators and assigns to warrant and forever defend said rights unto Grantee, its successors and assigns from and against any person claiming the same or any part thereof. Grantor further acknowledges and confirms that Grantee shall not be obligated to settle or otherwise negotiate with any tenant of Grantor which may be located upon or maintain use of the Premises described herein.

D. INDEMNIFICATION. Grantee shall defend, indemnify and hold harmless Grantor from any claims, demands, damages, costs and expenses, judgments, liabilities, losses, and causes of action arising out of, or as a result of any act of commission or omission caused by Grantee, its employees, agents or contractors directly relating to Grantee's use of the Premises, including, but not limited to, claims for injury to or death of any persons, damage, loss or destruction of property, or environmental damage, except when such claims, damages, costs and expenses, judgments, liabilities and causes of action are caused by or result from the intentional acts and/or negligence of Grantor, its employees, agents or contractors.

E. OPERATIONS. After each of the operations which grantee may conduct under the terms of this agreement, Grantee shall, at its own expense: (i) remove all stakes, posts, underbrush, trash and debris which have been placed on the property by Grantee; (ii) restore the surface of the property as nearly as practical to its condition before such operations were commenced; (iii) shall reseed

the disturbed area to prevent erosion in a manner approved by grantor in the areas affected by the operations; (iv) repair and replace all roads and fences which may have been damaged, destroyed or removed during such operations; and (v) if erosion occ

- H. **TITLE CURATIVE.** Grantor agrees to execute affidavits, ratifications, amendments, permits and other instruments as may be necessary to carry out the purpose of this Agreement.
- I. **RIGHT TO PAY AND DISCHARGE.** Grantee, at its sole option and discretion, may pay and discharge any taxes, mortgages or other liens existing, levied or assessed on the Premises and Grantee may be subrogated to the rights of any holder or holders of any tax titles or certificates, mortgages or other liens and may keep and apply to the discharge of any such mortgage, tax or lien any payments accruing under this Agreement.
- J. **COUNTERPART AGREEMENTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. If, for any reason, any party named herein fails to execute this contract, it shall, nevertheless, be binding upon the signing parties.
- K. **ASSIGNMENT.** This grant shall be binding upon Grantor and Grantee and shall inure to the benefit of their respective heirs, executors, personal representatives, successors and assigns. Grantee shall have the right to assign this grant in whole or in part, and upon such assignment and to the extent thereof, Grantee shall not be responsible to the Grantor for any obligation which might thereafter arise.
- L. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- M. **ENTIRE AGREEMENT.** This Agreement, including the Exhibit "A" attached hereto, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, representations, statements and discussions between the parties, whether oral or written. This Agreement may be modified or amended only by a written agreement executed by Grantor and Grantee.
- N. **AGREEMENT NOT TO BE RECORDED.** Grantor and Grantee hereby agree that this Agreement shall not be recorded and placed in the public record.

SPECIAL CONDITIONS:

1. Environmental Damage

Grantee shall use best efforts to minimize the environmental impact on the Premises. Grantee shall conduct operations and activities on the Premises in accordance with all Federal, State, or Local and/or any other governing authorities' laws, rules and regulations, directives, permits and orders, now or hereinafter in force.

2. Insurance

Grantee and any contractor hired by the Grantee shall maintain adequate liability and environmental insurance to cover all property and injury losses in connection with the use of the Surface Area or any work performed on the Premises. All coverages shall name Grantor as an additional insured. Grantor shall be provided with a certificate of insurance evidencing Grantee's insurance coverage.

2. Warranty of Title

Grantor makes no representation or warranty as to Grantor's title to the Premises. It shall be the Grantee's burden and obligation to assure itself of the quality of title to Grantor's Premises for the purposes and to the extent deemed necessary by Grantee in order to enter into the Agreement.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY HEREAFTER]

IN WITNESS WHEREOF, the Grantor and Grantee hereunto have executed this Agreement to be effective as of the date first written above.

GRANTEE:
OHIO RIVER SYSTEM LLC
Jay Ford /s/ _____
By: Jay Ford
Title: Vice President, Right-of-Way

GRANTOR:
BELMONT COUNTY, OHIO,
Matt Coffland /s/ _____
By: Matt Coffland
Title: President

GRANTOR:
Ginny Favede /s/ _____
By: Ginny Favede
Title: Member

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

GRANTOR:
Mark A. Thomas /s/ _____
By: Mark A. Thomas
Title: Vice President

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION APPROVING THE SALE OF COUNTY PROPERTY PER ORC 307.12/SHERIFF'S VEHICLES

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

RESOLUTION

WHEREAS, the Belmont County Sheriff's Department has in its possession two (2) vehicles that are no longer needed by the department, and;

WHEREAS, the Belmont County Sheriff has requested that the aforementioned property be sold to Meigs County in the amount of \$1,000.00 (one thousand dollars) apiece for a total of \$2,000.00 (two thousand dollars), and;

WHEREAS, the Belmont County Commissioners do hereby determine that pursuant to Ohio Revised Code Section 307.12(D) *the board may sell or donate county personal property, including motor vehicles, to the federal government, the state, or any political subdivision of the state without advertisement or public notification*, and;

NOW, THEREFORE, BE IT RESOLVED, that the Belmont County Commissioners do hereby find that this property is no longer needed by the Belmont County Sheriff's Department and approve the sale of the following vehicles to Meigs County:

- 1999 Ford Explorer-VIN # 1FMZU34E5XUC31493
- 2004 Dodge Durango-VIN # 1D4HB38N24F206683

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION HELD DURING THE DECEMBER 11, 2014 MEETING, THE FOLLOWING ACTION WAS TAKEN:

IN THE MATTER OF APPROVING THE HIRING OF WANDA STARR-BELLVILLE AND MISTY JACKSON, LPN'S FOR THE BELMONT CO. JAIL/SARGUS CENTER

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of the following full-time Licensed Practical Nurses for the Belmont County Jail/Sargus Center at the rate of \$15.42 per hour contingent on satisfactory background checks and subject to standard 120 day probationary period:

NAME	START DATE
Wanda Starr-Bellville	Monday, December 29, 2014
Misty Jackson	Monday, December 22, 2014

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION HONORING COMMON PLEAS COURT JUDGE JOHN M. SOLOVAN, II ON HIS RETIREMENT

Motion made by Mr. Thomas, seconded by Mr. Coffland to adopt the resolution honoring Belmont County Common Pleas Court Judge John M. Solovan, II on his retirement.

***RESOLUTION
HONORING
BELMONT COUNTY COMMON PLEAS COURT
JUDGE JOHN M. SOLOVAN, II
ON HIS RETIREMENT***

WHEREAS, Judge John M. Solovan, II has dedicated his time, talents, wisdom and energy serving the residents of Belmont County for twenty years as a County Court Judge and eighteen years as a Common Pleas Court Judge; and

WHEREAS, Judge Solovan is widely respected and admired throughout Ohio's legal community as well as the populace he served; and

WHEREAS, Judge Solovan was born in Wolfhurst, Ohio, is a member of the Class of 1964 of St. John's Central High School, a 1968 Magna Cum Laude graduate of Xavier University and went on to obtain his Juris Doctor from Boston College of Law, and also served as an active duty captain in the U. S. Army, Judge Advocate General Corps; and

WHEREAS, Judge Solovan has left his indelible mark as an outstanding Judge and public servant who will step down from the bench when his term ends December 31, 2014, and will be very much missed by his staff, colleagues and Belmont County courthouse employees for his professional knowledge, guidance, wisdom, fairness and friendship.

NOW THEREFORE, BE IT RESOLVED, the Belmont County Board of Commissioners is proud to honor and pay tribute to Judge John M. Solovan, II for his outstanding leadership and contributions to Belmont County and its residents and sincerely wishes him a happy, healthy and well-deserved retirement.

Adopted this 17TH day of December, 2014.

BELMONT COUNTY COMMISSIONERS

Matt Coffland /s/

Mark A. Thomas /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 RESOLUTION APPROVING ONE ADDITIONAL REGULAR PAY FOR COMMISSIONERS' SALARIED EMPLOYEES FOR CALENDAR YEAR 2015

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

RESOLUTION

WHEREAS, all hourly employees of Belmont County will receive 27 pays in calendar year 2015, and;

WHEREAS, the Belmont County Commissioners desire to also pay those salaried employees within their appointed authority 27 pays in calendar year 2015 only;

WHEREAS, the 27th pay would be based on those salaried employees' departmental salary schedules or other applicable resolutions on file with the Commissioners at the time the final 2015 payroll is calculated, and;

NOW, THEREFORE, BE IT RESOLVED, the Belmont County Board of Commissioners does hereby approve one additional two-week pay in calendar year 2015 for the following salaried employees within their appointed authority:

<u>Commissioners' Office</u>	Clerk, Fiscal Manager
<u>Building & Grounds</u>	Facilities Manager/Department Supervisor
<u>Disaster Services</u>	Director, Executive Administrative Assistant
<u>9-1-1 Operations Center</u>	Director, Deputy Director
<u>Sanitary Sewer District</u>	Director, Project Manager
<u>Senior Services</u>	Executive Director, Fiscal Administrator, Nutrition Services Program Administrator, In Home Care Program Administrator
<u>County Courts</u>	Northern, Eastern & Western Division Court Clerks Two Probation Officers
<u>Animal Shelter</u>	Shelter Director

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM – Pease Township Trustee Mike Bianconi advised he attended the Mall Road presentation. He noted it was very informative and suggested the ODOT video of the project be displayed in the courthouse and the mall for viewing. Mr. Coffland said they are meeting with ODOT today and maybe this suggestion could be passed to them.

9:30 Subdivision Hearing-Brad’s Way

Present for the hearing were Engineer Fred Bennett and Ruth Graham, Engineer’s Draft Technician, and Robert DeFrank of The Times-Leader. Maps were reviewed and Trustees approve per Ruth.

**IN THE MATTER OF FINAL PLAT APPROVAL
FOR BRAD’S WAY
WARREN TOWNSHIP, SEC 5, T-8, R-6**

“Hearing Had-9:30 A.M.”

“FINAL PLAT APPROVAL”

O.R.C. 711.05

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

RESOLUTION

WHEREAS, this day there was presented to the Board for approval the Final Plat for Brad’s Way, Warren Township, Section 5, T-8, R-6, which appears to be regular in form and approved by the proper parties;

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

Mrs. Favade seconded the motion and upon roll call the vote was as follows:

Mr. Thomas	Yes
Mrs. Favade	Yes
Mr. Coffland	Yes

9:45 Resolution Honoring BCDJFS 70th Anniversary

Director Vince Gianangeli noted BCDJFS was formed on December 22, 1944. They will be putting out a press release and are holding a celebration on Friday. He brought with him two of their most senior employees, Manager Bonnie White and Judy Clovis. Mr. Gianangeli made note of the fact that back in 1944 the Director was allowed to have four (4) employees. He has been with the agency when they have had as many as 160. Currently the staff consists of 99 people. Also noted was in 1944 we were at war with many mothers at home with their children while the husbands were away and at that time it was a safety net. Seventy years later, they are still that safety net, just much larger. BCDJFS is a quadruple agency handling Public Assistance, Children Services, Child Support Enforcement and Workforce activities. Mr. Thomas said, “Anytime we are dealing with issues with children, older Americans, and any time we are trying to help disadvantaged young and old, it is a great day.” He remarked it is amazing how many services, even with all the cutbacks, and how many people that all of you touch on a daily basis. Commissioners expressed their congratulations and thanked Director Gianangeli and his staff for all they do.

Mr. Thomas also publicly thanked and congratulated Mr. Gianangeli on his appointment as Fiscal Chair for the DJFS state association. He said it was nice to see Belmont County staff taking leadership positions in Columbus.

Mr. Gianangeli presented a close-out report for WIA to Richard Hord (per his request) and to the Board of Commissioners.

**IN THE MATTER OF ADOPTING THE RESOLUTION HONORING
THE BELMONT CO. DEPARTMENT OF JOB AND FAMILY SERVICES
ON ITS 70th ANNIVERSARY**

Motion made by Mrs. Favade, seconded by Mr. Thomas to adopt the resolution honoring the Belmont County Department of Job and Family Services on its 70th anniversary.

**RESOLUTION
HONORING
BELMONT COUNTY
DEPARTMENT OF JOB & FAMILY SERVICES
ON ITS 70TH ANNIVERSARY**

WHEREAS, by resolution of the Board of Belmont County Commissioners on November 21, 1944, a County Department of Welfare was established; and

WHEREAS, said County Department of Welfare was decreed to function from and after December 22, 1944; and

WHEREAS, said County Department of Welfare, changed by state legislation in 1985 to the County Department of Human Services and on in 2000 to the Department of Job and Family Services, will celebrate seventy years of service to the residents of Belmont County; and

WHEREAS, on a daily basis, the County Department of Job and Family Services, works tirelessly to help our children, our seniors and our underprivileged; helping them lead a better life; and

WHEREAS, the Board of Belmont County Commissioners desires to acknowledge and commend the Department and its dedicated staff for its seventy years of public service.

NOW, THEREFORE, BE IT RESOLVED that the Board of Belmont County Commissioners does congratulate and recognize the Belmont County Department of Job and Family Services for having reached this memorable milestone of its seventy year anniversary, and does extend its appreciation to the Department for providing excellent services to the citizens of Belmont County throughout that time.

Adopted this 17th day of December, 2014.

BELMONT COUNTY COMMISSIONERS

<u>Matt Coffland /s/</u>
<u>Mark A. Thomas /s/</u>
<u>Ginny Favade /s/</u>

Upon roll call the vote was as follows:

Mrs. Favade	Yes
Mr. Thomas	Yes
Mr. Coffland	Yes

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:55 A.M.**

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

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Coffland	Yes
Mrs. Favade	Yes

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:41 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
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Mr. Thomas Yes
Mrs. Favede Yes

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

IN THE MATTER OF ENTERING

EXECUTIVE SESSION AT 10:41 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with John Carlier, Fiscal Administrator/Transportation Administrator for Senior Services of Belmont County, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment and compensation of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING

EXECUTIVE SESSION AT 10:49 A.M.

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

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 APPROVING THE HIRING OF

ROBERT HOOD AND ZACHARY TAYLOR AS PART-

TIME DELIVERY WORKER/DRIVERS FOR SENIOR SERVICES

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the hiring of the following individuals for Senior Services of Belmont County at the rate of \$9.00 per hour beginning Monday, December 29, 2014, based upon the recommendation of Tina Burkhart, Program Administrator:

Name:	Position:
Robert Hood	Part-time Delivery worker/driver
Zachary Taylor	Part-time Delivery worker/driver

Upon roll call the vote was as follows:

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

11:00 Rich Marinucci, ODOT

Re: SR 331 Interchange Project BEL-70-14.45

Roxanne Kane, ODOT Special Projects Engineer, was present to introduce her fellow co-workers to explain why the board has invited them here. With her were Steve Lucas of the District Real Estate Department; Wayne Pace and Rich Marinucci, with the Central Office Real Estate Department. Mr. Marinucci stated he specializes in government acquisitions out of ODOT's Central Office, covering the entire state. He explained the following while referring to a large map of the area: The entire interchange is going to be redone due to the condition of the bridge currently there. Hammond Road is in close proximity to the exit ramp. A driveway is across the street which is part of Belmont College, but it is OUE's property, exiting also on there, with a third driveway coming out. The federal requirements require that no driveway should be within 600 feet of those exit ramps or on ramps. The project has been designed to eliminate all that congestion- moving the covered bridge road further away; closing off the one entrance into the parking lot where classes are held by Belmont College; and Hammond Road will no longer enter SR331 (shows place on map). It will be cul-de-sac. Where Belmont College is currently under construction, ODOT is acquiring property which will be a brand new Hammond Road connector that will align itself with the entrance to the prison. There will be a traffic controlled signal and SR331 will be three lanes. Mr. Marinucci said this will be a fantastic area that's going to be the backdrop for this entire educational center of Belmont College, Ohio University Eastern and Belmont Joint Vocational School. The bridge is going to be moved over a little bit. Today when they do a new bridge, they actually leave the existing bridge up and build next to it. As they build the new bridge, they remove the other bridge so it doesn't impact the traffic.

They have a number of parcels they have discussed, including a temporary parcel. They had submitted a set of plans to the Commissioners. On the Summary Page of Right-of-Way, it denotes the different parcels ODOT needs to acquire. The total permanent area that ODOT needs is only a total of .75 acres. It appears to be a lot when you put it on paper, but much of it is already encumbered by ODOT's right-of-way. They also had four temporary parcels where there will be construction taking place, but when the project is done, they will vacate it from a physical standpoint, but the usage of the property is actually returned to the county. That time period for temporaries will be approximately 24 months. ODOT submitted an offer to the Commissioners of \$56,460.00. Mr. Marinucci continued stating given the county's interest, not only financially, but physically in this area, knowing that they are a major stakeholder and through the County Engineer and his office, the county has played an important part in the design and the planning of this project. ODOT would love if the Belmont County Commissioners would donate this property. Mr. Marinucci said in ODOT's continual operation to build highways and bridges to protect the safety of the traveling public, and in situations like this, to correct wrongs and make them right. Once completed the traffic is going to flow, the people going to classes, the personnel going to classes, and the employees at the prison will have a very safe and beautiful area. He asked the Commissioners to consider a donation of the property and expressed appreciation if they so do.

Mr. Coffland said they met over a year and one-half ago on this project and have been committed partners since day one. The board agrees to donate the property towards this project and want to continue to be a good partner with ODOT in improving our highways and byways in Belmont County. A motion will be made today to donate the county's share of the property to ODOT in lieu of the \$56,460.00.

IN THE MATTER OF DONATING COUNTY-OWNED

PROPERTY TO ODOT FOR THE I-70, US 40, SR 331

INTERCHANGE PROJECT

Motion made by Mr. Thomas, seconded by Mr. Coffland to donate all county-owned property as listed on ODOT's Specs and Plans related to the necessary improvement of the traffic flow and safety at or near the I-70, State Route 331, US Rt. 40 Interchange, known as Exit 213 and waive any rights to any money being paid to the county for said property.

Upon roll call the vote was as follows:

Mr. Thomas Yes
Mr. Coffland Yes

Mrs. Favede Yes

DISCUSSION Continued - Re: SR 331 Interchange Project BEL-70-14.45 – Roxanne Kane explained the project needed funding. In order to get funding for projects that are over \$12 million they have to make application to the TRAC (Transportation Review Advisory Council). It is a nine person committee that makes funding decisions about the bigger projects across the state. When the application was first put together, the score on a scale from 1 to 100, was 21.3, which was not very well at all. The application looks at traffic numbers and it also looks at funding partners, which is a big part of it, and also the actual cost benefit ratio. They were able to reduce the cost of the project by eliminating some pavement reconstruction work that had been originally proposed. They went to different people and asked to become funding partners with them. The Commissioners were one of the people ODOT came to. She said that was a huge deal because then ODOT could show the TRAC that they had local commitment and we got points for that. The other thing they did just recently, you can get more points if you can show the value of committed or recent public investment and private investment in the immediate area of the project. They were able to look at the project area and a one mile radius around it. Commissioner Coffland was instrumental in getting Roxanne in touch with the Belmont County Auditor’s Office who worked with them so they were able to make adjustments to the TRAC application. All together the score was increased from 21.3 to 51.3. A presentation was then made to the TRAC which went extremely well. All three Commissioners were present along with many other local leaders, including Belmont County Engineer Fred Bennett. Last month ODOT staff made a recommendation to the TRAC as to which projects they wanted to fund and this project was on the list. ODOT is requesting \$4 million to complete construction from the TRAC. Tomorrow the TRAC will vote on the draft list of projects to fund. After that, there is a 30 day comment period and a vote will be taken on the final list in January. Ms. Kane said ODOT is very confident that tomorrow they will vote to give them the \$4 million. As long as the funding gets approved, the project should be awarded in February, 2016 and then go to construction and really improve that area. The total project cost estimate is \$25.3 million. That includes right-of-way, design and preliminary development and construction.

Mrs. Favede thanked ODOT publically for their investment not only in our roadways, but in a very special project, the Belmont County Historic Sheriff’s Residence which was originally funded through an ODOT grant. It has now become a completely restored historical building with \$679,000.00 from ODOT and open as a Belmont County History Museum that will continue to invest in Belmont County. Mr. Thomas said from a road standpoint, ODOT has been a great partner to Belmont County forever. There is a lot of money being spent by ODOT in Belmont County. He said it is the board’s privilege to be a partner and do what we can to further projects along. He noted ODOT gives Belmont County help on almost a daily basis. This will be a huge asset for traffic flow and safety. Mr. Coffland thanked Roxanne and ODOT for the great partnership we’ve had. He said he has worked with her on quite a few projects and it’s always a pleasure. Engineer Fred Bennett also added that ODOT through the years has always been very helpful and cooperative with any of his projects and thanked them for that.

Auditor Andy Sutak and his staff member Pam Neff were also present, who also worked very close with Roxanne on this project.

**IN THE MATTER OF APPROVING AND SIGNING
TWO TEMPORARY EASEMENTS AND TWO QUIT
CLAIM DEEDS FOR ODOT PROJECT BEL-70-14.45**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the two (2) Temporary Easements and two (2) Quit Claim Deeds presented to the Board of Commissioners. This would be property that we discussed earlier today that ultimately we will be donating to this project, property to the Ohio Dept. of Transportation, for use in the project that is known as BEL-70-14.45, Parcels 19-WDR1, 19-WDR2, 52-WLR, Parcel 75-T, Parcels 19-T1, 19-T2, 19-T3, all under the guise of the BEL-70-14.45

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Board of Commissioners of Belmont County, Ohio, the Grantor(s) herein, as a \$GIFT/DONATION PURSUANT TO R.C. 5501.33, do hereby grant, convey, release, and forever Quit Claim to the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation, the Grantee herein, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

**PARCEL(S): 19-T1, 19-T2, 19-T3
BEL-70-14.45**

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Belmont County Current Tax Parcel No. 32-60014.000

Prior Instrument Reference: Book N, Page 177 Belmont County Recorder’s Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 24 months immediately following the date on which the work described above its first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

IN WITNESS WHEREOF Belmont County by and through Ginny Favede, Matt Coffland, and Mark A. Thomas, the Commissioners of Belmont County, has hereunto subscribed their names on the 17th day of December, 2014.

BELMONT COUNTY
Ginny Favede /s/
By: Ginny Favede
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS
Matt Coffland /s/
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS
Mark A. Thomas /s/
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: The Board of Commissioners of Belmont County, Ohio, the Grantor(s) herein, as a \$GIFT/DONATION PURSUANT TO R.C. 5501.33, do hereby grant, convey, release, and forever Quit Claim to the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation, the Grantee herein, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

**PARCEL(S): 75T
BEL-70-14.45**

SEE EXHIBIT “A” ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Belmont County Current Tax Parcel No. 32-60007.000 and 32-60010.000

Prior Instrument Reference: Deed Books 336, Page 54 and 528 Page 25, Belmont County Recorder’s Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 24 months months immediately following the date on which the work described above its first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

IN WITNESS WHEREOF Belmont County by and through Ginny Favede, Matt Coffland, and Mark A. Thomas, the Commissioners of Belmont County, has hereunto subscribed their names on the 17th day of December, 2014.

BELMONT COUNTY
Ginny Favede /s/
By: Ginny Favede
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS
Matt Coffland /s/
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS
Mark A. Thomas /s/
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Board of County Commissioners of Belmont County Ohio aka Belmont County Commissioners, the Grantor(s) herein, in consideration of the sum of \$GIFT/DONATION PURSUANT TO R.C. 5501.33, do hereby grant, convey, release, and forever Quit Claim to the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation, the Grantee herein, all right, title and interest in fee simple in the following described real estate:

**PARCEL(S): 19-WDR1, 19-WDR2
BEL-70-14.45**

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Belmont County Current Tax Parcel No. 32-60014.000

Prior Instrument Reference: Book N, Page 177, Belmont County Recorder's Office.

To have and to hold said property unto the Grantee, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor(s) provides timely notice of a desire to repurchase; provided however that such right of repurchase is subject to the authority of the Director of Transportation to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. The within right of repurchase shall be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated.

Notwithstanding the foregoing right of repurchase under Section 163.211 of the Revised Code, and as consideration for the within transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, hereby agrees that if at anytime the property granted herein, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for or in connection with, a road that shall be open to the public without charge, then Grantee, pursuant to Section 5511.07 of the Ohio Revised Code, as the same may be amended from time to time, shall vacate the state's highway over the property granted, or the relevant part thereof, to Grantor or Grantor's then current successor in interest of record at no cost. Grantee agrees further that it will make the foregoing binding upon any public entity to which Grantee might transfer the subject property for the purpose of using the same for a road that shall be open to the public without charge.

IN WITNESS WHEREOF Belmont County by and through Ginny Favede, Matt Coffland, and Mark A. Thomas, the Commissioners of Belmont County, has hereunto subscribed their names on the 17th day of December, 2014.

BELMONT COUNTY
Ginny Favede /s/
By: Ginny Favede
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS
Matt Coffland /s/
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS
Mark A. Thomas /s/
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT: Belmont County, the Grantor(s) herein, in consideration of the sum of \$GIFT/DONATION PURSUANT TO R.C. 5501.33, do hereby grant, convey, release, and forever Quit Claim to the State of Ohio and its successors and assigns for the use and benefit of the Department of Transportation, the Grantee herein, all right, title and interest in fee simple in the following described real estate:

**PARCEL(S): 52-WLR
BEL-70-14.45**

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Belmont County Current Tax Parcel No. 32-60014.000

Prior Instrument Reference: Book N, Page 573, Belmont County Recorder's Office.

To have and to hold said property unto the Grantee, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

The property conveyed herein to Grantee is being acquired for one of the statutory purposes the Director of Transportation may acquire property under Title LV of the Revised Code, such as but not limited to those purposes enumerated in Sections 5501.31 and 5519.01 of the Revised Code.

Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property conveyed herein if Grantee decides not to use the property for the purpose stated above and Grantor(s) provides timely notice of a desire to repurchase; provided however that such right of repurchase is subject to the authority of the Director of Transportation to convey unneeded property pursuant to Section 5501.34(F) of the Revised Code. The price to be paid upon such repurchase shall be the property's fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by the court. The within right of repurchase shall be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated.

Notwithstanding the foregoing right of repurchase under Section 163.211 of the Revised Code, and as consideration for the within transfer of property without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, hereby agrees that if at anytime the property granted herein, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for or in connection with, a road that shall be open to the public without charge, then Grantee, pursuant to Section 5511.07 of the Ohio Revised Code, as the same may be amended from time to time, shall vacate the state's highway over the property granted, or the relevant part thereof, to Grantor or Grantor's then current successor in interest of record at no cost. Grantee agrees further that it will make the foregoing binding upon any public entity to which Grantee might transfer the subject property for the purpose of using the same for a road that shall be open to the public without charge.

IN WITNESS WHEREOF Belmont County by and through Ginny Favede, Matt Coffland, and Mark A. Thomas, the Commissioners of Belmont County, has hereunto subscribed their names on the 17th day of December, 2014.

BELMONT COUNTY
Ginny Favede /s/
By: Ginny Favede
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS
Matt Coffland /s/
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS
Mark A. Thomas /s/
GINNY FAVEDE, MATT COFFLAND AND
MARK A. THOMAS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
PORTION OF TOWNSHIP ROAD 233 (CROW ROAD)
LOCATED IN SMITH TOWNSHIP, SEC. 25, T-6, R-4 AND
WASHINGTON TWP. SEC. 30, T-5, R-4/RD IMP 1127**

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

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 17th day of December 2014, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

Mrs. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, On the 17th day of December, 2014, the time heretofore fixed for view of the proposed improvement, we the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 7th day of January, 2015 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted December 17, 2014

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

RESOLUTION – ORDER TO CLOSE ROAD

Sec. 5563.01 R.C.

**IN THE MATTER OF THE VACATION AND
REDEDICATION OF WARREN TOWNSHIP
ROAD 213**

Office of County Commissioners
Belmont County, Ohio

WARREN TWP. SECS. 21 & 27, T-8, R-6/RD IMP 1126

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 17th day of December, 20 14, at the office of the Commissioners with the following members present:

Mrs. Favede

Mr. Thomas

Mr. Coffland

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated and rededicated, as ordered heretofore, made on journal of the date of December 3, 2014, and a copy of this resolution be forwarded to the Warren Township Trustees.

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

Mr. Thomas _____, Yes

Mr. Coffland _____, Yes

Mrs. Favede _____, Yes

Adopted the 17th day of December, 2014.

Jayne Long /s/ _____

Clerk, Board of County Commissioners
Belmont County, Ohio

Note: Commissioner Favede stepped out of the meeting just prior.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:50 A.M.

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 11:50 a.m.

Upon roll call the vote was as follows:

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

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