

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 APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS**

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

**IN THE TOTAL AMOUNT OF \$2,333,896.03**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**W80 PROSECUTOR'S VICTIM ASSISTANCE PROGRAM FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1511-W080-P01.002 Salaries	E-1511-W080-P04.000 Other Expenses	\$630.18

**COUNTY MUNICIPAL COURTS FUND/VARIOUS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1570-S084-S07.000 Other Expenses	E-1570-S084-S10.002 Salaries	\$1920.00
E-1570-S084-S07.000 Other Expenses	E-1570-S084-S13.005 Medicare	\$27.84
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S05.005 Medicare	\$494.78
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S03.006 Hospitalization	\$195.90
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S03.006 Hospitalization	\$65.30
E-1561-S086-S08.000 Other Expenses	E-1561-S086-S05.005 Medicare	\$600.00
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S03.006 Hospitalization	\$261.20
E-1551-S088-S08.000 Other Expenses	E-1551-S088-S05.005 Medicare	\$900.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR THE P90 SPECIAL EMERGENCY PLANNING FUND/EMA**

Motion made by Mrs. Favede, seconded by Mr. Coffland 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 January 13, 2016--01/04/16 Certification

E-1720-P090-P03.000	Other Expenses	\$1,873.99
E-1720-P090-P07.002	Salaries	\$23,000.00
E-1720-P090-P08.003	PERS	\$2,750.00
E-1720-P090-P09.004	Workers Comp	\$1,000.00

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 January 13, 2016 presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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.

**GENERAL FUND/2015 CARRY-OVER PO-\$26,266.94 PO# 521267 E-0257-A017-A00.000 Contingencies (Probate Scanning)**

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:

**COURT OF COMMON PLEAS/PROBATE DIVISION**-Noah Atkinson to Columbus, OH, on January 15, 2016, to attend a meeting with the Intercourt Conference committee.

**DJFS**-Jennifer Sechrest to Coshocton, OH, on January 12-14, 2016, to attend Magi Training. Estimated expenses: \$377.98

Vince Gianangeli to attend OJFSDA Fiscal Committee meetings, District Director's Association meetings and General Session meetings throughout the year. Estimated expenses: \$2,699.34

**SSOBC**-Mary Beth Tennant to Canonsburg, PA, on January 26, 2016, for a senior outing. A county vehicle will be used for travel.

January 13, 2016

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MINUTES OF REGULAR BOARD OF COMMISSIONERS MEETING AND ANNUAL REORGANIZATION MEETING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 6, 2016 and the Annual Reorganization Meeting of January 11, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN 2016**

**RESOLUTION TO DESIGNATE THE OFFICIAL REPRESENTATIVE AND ALTERNATE FOR THE PURPOSE OF VOTING AT THE ANNUAL MEETING OF THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO IN 2016**

Commissioner Thomas moved the adoption of the following resolution:

**WHEREAS**, Article IV, Section 6, of the Code of Regulations of the County Commissioners' Association of Ohio requires each member county to, for the purpose of voting at any annual or special meeting of the Association, designate an Official Representative and Alternate; and

**WHEREAS**, the designation of the Official Representative and Alternate for a county organized under the statutory form of county government shall be by resolution of the board of county commissioners; and

**WHEREAS**, in designating the Official Representative and Alternate only a member of the board of county commissioners is eligible to be designated as the Official Representative and Alternate;

**NOW THEREFORE BE IT RESOLVED** that Commissioner Ginny Favede is designated as the Official Voting Representative) of Belmont County.

**BE IT FURTHER RESOLVED** that Commissioner Matt Coffland is designated as the Alternate Voting Representative of Belmont County.

The motion was seconded by Commissioner Coffland.

Upon roll call the vote was as follows:

Commissioner <u>Thomas</u>	<u>Yes</u>
Commissioner <u>Coffland</u>	<u>Yes</u>
Commissioner <u>Favede</u>	<u>Yes</u>

PASSED AND ADOPTED by the Board of County Commissioners of Belmont County at St. Clairsville, on the 13<sup>th</sup> day of January, 2016.

**IN THE MATTER OF APPOINTING GINNY FAVEDE, PRESIDENT, TO REPRESENT THE BELMONT COUNTY COMMISSIONERS ON THE COMMUNITY IMPROVEMENT CORPORATION (CIC) BOARD OF TRUSTEES FOR THE YEAR 2016**

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Ginny Favede, President, to represent the Belmont County Commissioners on the Belmont County Community Improvement Corporation (CIC) Board of Trustees for the year 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING BOARD PRESIDENT GINNY FAVEDE TO SERVE ON THE BELMONT CO. HEALTH DISTRICT ADVISORY COUNCIL FOR 2016 AND TO NAME COMMISSIONER MATT COFFLAND AS THE ALTERNATE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Board President Ginny Favede, to serve on the Belmont County Health District Advisory Council for 2016 and to name Commissioner Matt Coffland as the alternate for O.R.C. 3709.03.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING COMMISSIONER GINNY FAVEDE TO SERVE ON THE BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL FOR THE YEAR 2016**

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Commission President Ginny Favede to serve on the Belmont County Family and Children First Council for the year 2016 per O.R.C. 121.37.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING COMMISSIONER GINNY FAVEDE TO SERVE AS THE CHAIRPERSON FOR THE BELMONT COUNTY RECORDS COMMISSION FOR 2016**

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Commission President Ginny Favede to serve as the chairperson for the Belmont County Records Commission for 2016 per O.R.C. 149.38.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTING COMMISSION PRESIDENT**

January 13, 2016

**GINNY FAVEDE TO THE JEFFERSON BELMONT REGIONAL SOLID WASTE AUTHORITY FOR 2016**

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Commission President Ginny Favede to the Jefferson Belmont Regional Solid Waste Authority for 2016 per O.R.C. 343.011.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING COMMISSIONERS MATT COFFLAND AND MARK A. THOMAS TO THE BELMONT COUNTY INVESTMENT ADVISORY COMMITTEE FOR 2016**

Motion made by Mrs. Favede, seconded by Mr. Coffland to appoint Commissioners Matt Coffland and Mark A. Thomas to the Belmont County Investment Advisory committee for 2016 per O.R.C. 135.341

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTING COMMISSION PRESIDENT GINNY FAVEDE TO THE BELMONT COUNTY BOARD OF REVISION FOR THE YEAR 2016**

Motion made by Mr. Thomas, seconded by Mr. Coffland to appoint Commission President Ginny Favede to the Belmont County Board of Revision for the year 2016 per O.R.C. 5715.02.

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 LEASE AGREEMENTS FOR USE OF THE COMMON AREA AT THE OHIO VALLEY MALL/SENIOR SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign the License Agreements as needed for use of the common area at the Ohio Valley Mall for the monthly Mall Education Days offered by Senior Services of Belmont County for the months of February, March and April, 2016.

**LICENSE AGREEMENT**

**Exhibitor's Agreement**

This License Agreement is made and entered into Wednesday, January 13, 2016, by and between Ohio Valley Mall Company, an Ohio Limited Partnership, duly organized and existing under the laws of the state of Ohio and having an office at 2445 Belmont Avenue, P.O. Box 2186, Youngstown, Ohio 445040186 ("Licensor") and Senior Services of Belmont County having offices at 45240 National Road, St. Clairsville, Ohio 43950 (Licensee").

1. Licensor hereby licenses to Licensee certain space ("Licensed Area"), located at a shopping center known as Ohio Valley Mall, county of Belmont, state of Ohio ("Shopping Center"). Landlord shall designate the Licensed Area prior to the commencement of this Agreement.

2. Licensee accepts the Licensed Area in "As Is" condition and shall construct and place, at its own expense, all temporary improvements it deems appropriate or required by this License Agreement or any applicable building code. The plans and specifications for the temporary improvements are subject to the prior written approval of Licensor. Licensee shall not deviate from the approved plans and specifications in the temporary improvements of the Licensed Area, and Licensee shall not thereafter modify the temporary improvements without the prior written consent of Licensor. Actual placement and installation of the temporary improvements are subject to final approval by the Licensor.

3. The term of this License Agreement commences on **February 2, 2016**, and expires on **February 2, 2016 / March 1, 2016** and expires **March 1, 2016 / April 5, 2016** and expires on **April 5, 2016** unless terminated earlier as herein set forth.

4. Licensor grants to Licensee the right to use the Licensed Area for the specific purpose of participating in Senior Education Day trade show. Licensee's participation is titled, categorized, or described as follows: Educational Program and shopping

5. The charge for the Licensed Area use shall be N/A and is to be paid upon the signing of this Agreement.

6. Licensee will also pay in advance any and all taxes and fees, including but not limited to, license and permit fees which may be assessed against either Licensor or Licensee because of Licensee's use or occupancy of the Licensed Area, or because of the fee paid by Licensee to Licensor. Licensee further represents and warrants that its exhibits and displays shall be free from any and all claims of trademark or copyright infringement by third parties, and that Licensee has been duly licensed by the owners or proprietors of any such trademark and copyright claims including, but not limited to, the American Society of Composers, Authors and Publishers ("ASCAP"), and that Licensee had no knowledge or notice of any trademark or copyright claims by any third parties to any such material. The indemnity provisions of Paragraph 12 shall apply to claims made against Licensor by third parties claiming trademark or copyright infringement by Licensor or Licensee.

7. All payments required under this License Agreement are to be delivered to Licensor at the address designated in the opening paragraph of this License Agreement, or to such other address as Licensor may designate by written notice, on or before the due date, in the form of (i) money order, (ii) cashiers' check, (iii) travelers' check, or (iv) other certified check. Licensor will accept no other form of payment. The form of payment should be drawn in the proper name of Licensor as listed in the opening paragraph of this License Agreement. Such payments are deemed to be delivered when they are actually received by Licensor.

8. Licensor shall have access to the Licensed Area at all reasonable times for the purpose of examining it or to make any alterations or repairs to the Licensed Area that Licensor may deem in its absolute discretion as necessary for safety or for the preservation of the Licensed Area.

9. Licensee acknowledges that there are and will be rules and regulations governing activities in the Shopping Center and recognizes and agrees by signing this License Agreement that its rights are expressly conditioned upon Licensee's accepting and observing the rules and regulations, as they may be amended and supplemented, including, but not limited to, the following:

A. Licensee may only set up exhibits and displays at times designated by Licensor. All exhibits and displays must be brought into the Shopping Center through the promotional doors and service bays. Licensee may not dismantle exhibits or displays before the Shopping Center closes. After the Shopping Center closing time on the last day of the event, Licensee will remove all exhibits and displays, and any items remaining will be removed at Licensee's expense.

B. All signs and display materials must be professionally produced. Magic marker signs or other handwritten signs are not permitted. Licensor may remove any signs or displays which do not comply with the requirements of this paragraph, or which Licensor determines to be offensive and inappropriate in the circumstances.

C. Licensee may not attach signs or displays to planters, trash receptacles, sign holders, storefronts, neutral piers, or any other fixtures. Licensor will provide the appropriate type of tape with which Licensee will secure electrical cords, wires, and rubber cord runners. Licensee may not use duct tape or masking tape. If displaying or selling any objects or materials containing liquid substances, Licensee will protect the Shopping Center floor with visqueen material. If displays or exhibits have rubber tires, Licensee will place protective carpet tiles under each tire.

D. Licensee may only distribute brochures, pamphlets, samples, and other materials from within the Licensed Area. Wandering solicitation is not permitted, nor are sensational promotions permitted. Licensee's distribution of souvenirs, novelties, or other merchandise must be related to Licensee's industry or its organization's primary function.

E. Licensee must obtain from Licensor prior approval of any raffles, drawings, contests, or other special plans for Licensee's use of the Licensed Area. Licensee may use audio or video equipment on the condition that the volume levels are audible only at the Licensee's particular Licensed Area. Licensee may not use flashing lights, sirens, bullhorns, helium tanks or helium balloons.

F. Licensor may provide electricity to Licensee on a limited basis after Licensee has provided to Licensor a written request that outlines Licensee's electricity needs. If Licensee requests interior lighting in addition to that already supplied to the Licensed Area during the normal operating hours of the Shopping Center, Licensor will supply such at a rate of thirty-five dollars (\$35.00) per hour, plus 15% overhead and 10% profit. Licensee will provide and safely install and maintain its own extension cords.

G. Licensee will comply with all safety, fire, building, and health laws, regulations, and ordinances relating to Licensee's displays, signs, and installation and operation of equipment.

H. Licensee is responsible for insuring that its operations and affairs are conducted in a peaceful and civil manner, and in a manner which will not offend or disturb Shopping Center tenants, Shopping Center customers, or other Licensees. Licensee will take appropriate measures to eject from the Shopping Center those persons, within the Licensee's zone of operations, who are unable to comport with the standards of common decency and civilized behavior. If Licensee fails to take the appropriate measures in this regard, Licensor reserves the right to eject from the Shopping Center those persons, within the zone of Licensee's operations, whom Licensor has determined to have conducted themselves in a manner which is unacceptable in the circumstances.

I. Licensor may relocate or rearrange the Licensed Area at any time to assure that the appearance of the Shopping Center takes precedent over the appearance of any particular Licensed Area, or to assure that a better flow of Shopping Center traffic will result from any such relocation or rearrangement, or for any other reason within Licensor's reasonable discretion.

J. Licensee shall handle and dispose of all trash, rubbish, refuse, garbage, and waste, in accordance with regulations established by Licensor, use and pay for the services of the designated trash hauler for the Shopping Center, and not permit the accumulation (unless in sealed metal containers) or burning of any trash, rubbish, refuse, garbage or waste materials, in, on or about, any part of the Shopping Center.

10. The Licensed Area and all personal property thereon are to be serviced, maintained, restored, and repaired by Licensee, at its own expense, and kept in a condition acceptable to Licensor. Licensor is not responsible for any loss which results from theft, vandalism or other damage to or from the Licensed Area or any personal property located therein. Licensee, at its own expense, will clean the Licensed Area as often as circumstances may require and will maintain the Licensed Area and the area around it in a safe, neat, healthful, and clean condition.

11. Upon the date of mutual execution of this License Agreement, Licensee, solely at its own cost and expense, shall obtain and thereafter continuously keep in force during the entire License Agreement All Risk Property Damage insurance in the amount of \$500,000 to cover the cost of replacement of the Licensed Area and all improvements, fixtures, equipment, decorations, contents and personal property in the Licensed Area, without incurring the effects of coinsurance, and comprehensive general liability insurance covering Licensee's occupation of the Licensed Area and appurtenances on an occurrence basis with minimum limits of liability in the amounts of \$1,000,000 per person for bodily injury, personal injury or death arising out of or from (i) an accident occurring in, on or about the Licensed Area; (ii) the sale of any good or services by Licensee or its agents; (iii) the consumption or existence on the Shopping Center premises of any product sold by Licensee or its agent; and (iv) any act or omission of Licensee, its employees, servants, agents or any consumer transported and on a SSOBC recreational outing. Such insurance shall name Licensor as an additional insured and shall provide for a waiver of any right of recovery by way of subrogation against the Licensor in the event of any loss. Licensee shall deliver to Licensor, at least ten (10) days prior to the time such insurance is first required to be carried and time and time again during the term of this License Agreement, whenever such insurance must be renewed or otherwise expires prior to the expiration of this License Agreement, either a duplicate original or certificate and true copy of the policy or policies procured by Licensee in compliance with this obligation, together with evidence of payment therefore, and including an endorsement which states that such insurance may not be canceled except upon ten (10) days' prior written notice to Licensor.

12. In addition to securing insurance as provided for in this License Agreement, Licensee shall be responsible to Licensor for injuries and liabilities in connection with any injury to or death of any person or damage to or destruction of any property for which insurance coverage is required, or arising directly or indirectly from any negligent acts or omissions by the Licensee, its servants, employees, agents or contractors. Licensor shall have the right, but not the duty to cooperate with Licensee's counsel to conduct the defense of Licensee, and to otherwise participate through legal counsel at its own expense in any trial, appeal, or settlement negotiations and agreements. Licensee shall give Licensor timely, adequate, and fair notice of any such claims, demands, or suits at law or in equity, as soon as Licensee obtains notice or knowledge thereof and shall give Licensor like notice of each and every further development.

13. Upon the expiration or other termination of this License Agreement, Licensee will deliver and surrender to Licensor possession of the Licensed Area in a condition as good as, if not better, than it was at the commencement of the term of this License Agreement, ordinary wear and tear excepted.

14. This License Agreement is governed by and construed under the laws of the state of Ohio. Licensee agrees that any claim, cause of action, or lawsuit, shall be brought in Mahoning County Common Pleas Court, Mahoning County, Ohio.

15. Licensor shall have the arbitrary right to terminate this License Agreement. In the event of such arbitrary termination, there will be a prorating of charges advanced, and Licensor shall return to Licensee any charges pre-paid to Licensor by Licensee for the time period canceled by Licensor.

16. This License Agreement shall be binding upon, inure to the benefit of, and be enforceable by or against, the heirs, representatives, successors, and assigns of the parties hereto; provided, however, Licensee shall not be permitted to assign the License Agreement or sublet any part of the Licensed Area without the prior written consent of Licensor, which may be withheld in the sole discretion of Licensor.

17. Licensee acknowledges and agrees that this License Agreement and the rights herein granted to Licensee shall be subordinate to the rights granted to others by Licensor or obligations imposed upon Licensee pursuant to any written lease, mortgage, deed or other operating agreement, whether recorded or not.

18. Licensor and Licensee acknowledge and understand that there have been prior negotiations and discussions between them regarding the terms of the License Agreement, but that all prior negotiations and discussions are superseded by this License Agreement. This License Agreement shall have effect only when signed by Licensor and Licensee and shall not be modified or amended except in a written document signed by Licensor and Licensee.

Signed in the presence of:

LICENSOR:

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

LICENSEE:

Jayne Long /s/ \_\_\_\_\_  
By: Ginny Favede /s/ \_\_\_\_\_  
Its: President \_\_\_\_\_

APPROVED AS TO FORM:

David K. Liberati /s/ Assistant \_\_\_\_\_

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

January 13, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland, as the Local Public Agency (LPA), to adopt the Final Resolution for the Ohio Department of Transportation Project, PID 80599, for the IR 70, US 40 and SR 331 interchange.

PID NO. 80599  
ODOT Project No. \_\_\_\_ (2016)  
FINAL RESOLUTION

The following Final Resolution enacted by the Board of County Commissioners, County of Belmont, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on 23rd day of September, 2015, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project will modify the interchange at IR 70, US 40 and SR 331 to improve the traffic flow in the area. The project consists of asphalt pavement, widening and resurfacing on portions of US 40, SR 331, Airport Road and Hammond Road. The project includes the relocation of portions of Covered Bridge Road and the relocation of the Hammond Road Connection to SR 331 with a new two-lane roadway between Hammond Road and SR 331. Work also includes bridges being replaced or rehabbed on IR 70 over US 40 and on SR 331 over IR 70, construction of storm sewer, curb, traffic signals and necessary traffic control devices, lying within Belmont County.

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County agrees to participate in this project in a lump sum amount of \$900,000.00 in addition to assuming 100% of the total cost of those features requested by the County which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

The share of the cost of the LPA is now estimated in the amount of Nine Hundred Thousand and - - - - 00/100 Dollars (\$900,000.00) but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE be it resolved

I. That the estimated sum, of Nine Hundred Thousand and - - - - 00/100 Dollars (\$900,000.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.

II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

III. That the LPA enter into a contract with the State, and that County Engineer be, and is hereby authorized to execute said contract, IV. providing for the payment of the LPA the sum of money set forth herein above for improving the described project.

That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 13th day of January, 2016, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 97, at Page \_\_\_\_, and under date of January 13, 2016

LOCAL PUBLIC AGENCY  
Board of County  
Commissioners County of  
Belmont, Ohio  
Ginny Favede /s/  
Ginny Favede, President  
Matt Coffland /s/  
Matt Coffland, Vice-President  
Mark A. Thomas /s/  
Mark A. Thomas  
Jayne Long /s/  
Jayne Long, Clerk

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH  
ODOT /IR 70, US 40 AND SR 331 INTERCHANGE PROJECT**

Motion made by Mrs. Favede, seconded by Mr. Coffland, as the Local Public Agency (LPA), to enter into contract with the Ohio Department of Transportation for PID 80599 in the amount of \$900,000.00 for the IR 70, US 40 and SR 331 interchange project.

*Note: This project will improve the traffic flow in the area.*

**CONTRACT**  
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of Belmont, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

**WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

**WHEREAS**, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION I: RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II: PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

The project will modify the interchange at IR 70, US 40 and SR 331 to improve the traffic flow in the area. The project consists of asphalt pavement, widening and resurfacing on portions of US 40, SR 331, Airport Road and Hammond Road. The project includes the relocation of portions of Covered Bridge Road and the relocation of the Hammond Road Connection to SR 331 with a new two-lane roadway between Hammond Road and SR 331. Work also includes bridges being replaced or rehabbed on IR 70 over US 40 and on SR 331 over IR 70, construction of storm sewer, curb, traffic signals and necessary traffic control devices, lying within Belmont County; and

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount **Nine Hundred Thousand and - - - - 00/100 Dollars (\$900,000.00)**.
5. The County agrees to participate in this project in a lump sum amount of **\$900,000.00** in addition to assuming **100%** of the total cost of those features requested by the County which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
6. The LPA agrees to assume and bear **One Hundred Percent (100%)** of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows

Board of County Commissioners  
County of Belmont  
101 West Main Street  
St. Clairsville, Ohio  
45373-2363

Ohio Department of Transportation  
Office of Estimating  
1980 West Broad Street, 1st Floor  
Columbus, Ohio 43223

**SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

PID No. 80599 – Contract

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed on or behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requires in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

**SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION XII: SIGNATURES**

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

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL  
(If Applicable)

OHIO DEPARTMENT OF  
TRANSPORTATION

LOCAL PUBLIC AGENCY  
Board of County Commissioners  
County of Belmont

\_\_\_\_\_  
Director of Transportation

*John P. Bennett*  
\_\_\_\_\_  
County Engineer

\_\_\_\_\_  
Date

*Mark Coffland*  
\_\_\_\_\_  
County Commissioner

*Malcolm*  
\_\_\_\_\_  
County Commissioner

*Thomas*  
\_\_\_\_\_  
County Commissioner

\_\_\_\_\_  
Date 1-13-16

APPROVED AS TO FORM:

*David H. White*  
\_\_\_\_\_  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER #2  
FOR THE JAMES WHITE CONSTRUCTION CO.  
FOR THE OHIO VALLEY MALL FORCE MAIN PROJECT/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign Change Order No. 2 in the amount of \$18,927.50 for The James White Construction Co. for the Ohio Valley Mall Force Main Project, based upon the recommendation of Kelly Porter, Director, Belmont County Sanitary Sewer District. This is for additional work to replace piping in the Ohio Valley Mall Lift Station and will be paid from the N-80 fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING EXECUTION OF PAY REQUEST #3  
FOR VENDRICK CONSTRUCTION, INC./SSOBC COMMUNITY BUILDING**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the execution of Pay Request Number 3 from VendRICK Construction, Inc., in the amount of \$183,673.80 for the Senior Services of Belmont County - Community Building, Project # 14-019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER #1  
FOR COLAIANNI CONSTRUCTION, INC. FOR THE  
FLUSHING SENIOR CENTER PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign Change Order #1 from Colaianni Construction, Inc., in the amount of (-\$12,000.00) for the removal of the commercial range hood and associated work thereto for the Flushing Senior Center, Project #15-858; revised project cost \$175,300.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER #2  
FOR COLAIANNI CONSTRUCTION, INC. FOR THE  
FLUSHING SENIOR CENTER PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede to sign Change Order #2 from Colaianni Construction, Inc., in the amount of \$2,142.17 for all labor, material and equipment necessary to install a holding tank with pump for the sanitary sewer line for the Flushing Senior Center, Project #15-858; revised project cost \$177,442.17. Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE (PAY REQUEST #8)  
FOR GRENCORE DESIGNS, INC./SSOBC COMMUNITY BUILDING**



January 13, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the payment of Invoice #14-019.8 (Pay Request #8) for GreenCore Designs, Inc., in the amount of \$6,263.89 (\$5,000.00 lump sum for Construction Administration, plus reimbursables) for the Senior Services of Belmont County - Community Building, Project Number 14-019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING THE BID FOR HOMEMAKER SERVICES FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mrs. Favede, seconded by Mr. Coffland to award the bid for Homemaker Services for Senior Services of Belmont County as follows, and further that the contract(s) be awarded subject to each successful bidder's continuing ability to meet the terms of the Invitation to Bid and to do business in the State of Ohio:

**PROVIDER: HOURLY RATE:**

Advanced Home Health, Inc. 280 E. Main St., St. Clairsville, OH 43950	\$17.50/hour
IC Staffing Solutions, LLC, DBA IC Care 1100 Main St., #215, Wheeling, WV 26003	\$17.50/hour
Addus HealthCare, Inc. 2300 Warrenville Rd, Suite 100 Downers Grove, IL 60515-1765	\$15.25/hour
Just Right Homecare, Inc. 2197 National Rd., Wheeling, WV 26003	\$17.00/hour

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING THE MOTION TO APPROVE THE HIRING OF MICHELLE MCAFFEE-MURRAL FOR THE POSITION OF LICENSED PRACTICAL NURSE/JAIL & SARGUS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to rescind the motion of January 6, 2016 to approve the hiring of Michelle McAfee-Murral for the position of Licensed Practical Nurse at the Belmont County Jail and Sargus Juvenile Center. Ms. McAfee-Murral has declined the position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF MIKE KINTER, INTERMITTENT HR CONSULTANT/BCSSD**

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the resignation of Mike Kinter, intermittent HR Consultant for the Belmont County Sanitary Sewer District, effective January 22, 2016.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ESTABLISHING A SPECIAL REVENUE FUND/BELOMAR REGIONAL COUNCIL FOR LOW AND MODERATE-INCOME (LMI) HOUSING TRUST FUND, COMMUNITY HOUSING IMPACT AND PRESERVATION PROGRAM FUNDS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to authorize the Belmont County Auditor to establish a Special Revenue Fund for the Belomar Regional Council for their Low- and Moderate-Income (LMI) Housing Trust Fund, Community Housing Impact and Preservation Program funds.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM – NONE**

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

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Dave Ivan, Director, Belmont County EMA, and Dana Meager, HR Administrator, 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:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:03 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Thomas to exit executive session at 10:03 a.m.

Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF APPROVING THE HIRING OF JOSEPH KUTCHER FOR FULL-TIME HOUSEKEEPING/MAINTENANCE POSITION**

January 13, 2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the hiring of Joseph Kutcher for the position of full-time Housekeeping/Maintenance, effective January 19, 2016, at the rate of \$9.23 per hour.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:04 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session with Prosecutor Dan Fry, Assistant Prosecutor David Liberati and Animal Shelter Director Angela Hatfield pursuant to ORC 121.22(G)(3) Court Action Exception.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:22 A.M.**

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 10:22 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:23 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to adjourn the meeting at 10:23 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of January, 2016.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ COUNTY COMMISSIONERS

We, Ginny Favede 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