

St. Clairsville, Ohio

July 2, 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.

<u>Claim of</u>	<u>Purposes</u>	<u>Amount</u>
A-AT&T	Services-Public Defender/General Fund	167.40
A-Comcast	Internet-Recorder/General Fund	86.84
A-Manatron	Conference registration fee-Treasurer/General Fund	100.00
A-McGhee Office Supply	Office furniture-Treasurer/General Fund	705.00
A & K-Ohio AFSCME Care Plan	Dental & drug coverage/General Fund & Engineer MVGT Fund	1,054.00
A-Pocket Press, Inc.	Criminal/Traffic Pocket Handbooks-Prosecutor/General Fund	1,415.92
A-Smartbill	2 nd half printing-Treasurer/General Fund	3,624.57
A-Southeast District Co. Auditors' Assoc.	Registration fees/General Fund	40.00
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	258.99
A-Wheeling Office Supply Co.	Supplies-Prosecutor/General Fund	1,095.29
J-Pictometry International Corp.	Aerial contract services/Real Estate Assessment Fund	29,263.88
N-Richardson Copy Concepts	Color copier-Larry/Capital Project Reserve Fund	2,700.00
S-AEP Ohio	Install at EORIP/Port Authority Fund	22,920.24
S-Beth A. Andes, MS, PCC	Counseling services/District Detention Home Fund	980.00
S-JKM Training, Inc.	Restraint training (License to teach)/District Detention Home Fund	2,398.00
S-McGhee	Folders/Eastern Ct. General Special Projects Fund	79.13
S-MOS	Printer/Eastern Ct. General Special Projects Fund	1,011.00
S-Sam's Club/Synchrony Bank	Food/Oakview Juvenile Residential Center Fund	785.56
S-Staples	Supplies/Northern Ct. General Special Projects Fund	314.42
S-TSG	Block agreement/Northern Div. Court Computer Fund	3,500.00
S-TSG	IBM Hard Drive/Eastern Div. Court Computer Fund	65.00
S-United Bank	Armory Property Mortgage/Port Authority Fund	1,793.62
S-USPS CMRS	Postage/Eastern Court General Special Projects Fund	20,000.00
S-Wal-Mart Community	Supplies & Food/District Detention Home Fund	1,904.00
S-Wright Express FSC	Gasoline/District Detention Home Fund	424.70
W-Matthew Bender & Co.	Books/Law Library Fund	1,993.63

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 July 2, 2014 as follow:

FUND	AMOUNT
A-GENERAL	\$6,452.17; \$21,426.00; \$105,834.52
A-GENERAL/AUDITOR	\$4,995.33
A-GENERAL/JUVENILE COURT	\$3,498.94
A-GENERAL/PROBATE COURT	\$9.00
A-GENERAL/SHERIFF	\$3,284.55
B-Dog Kennel	\$328.05; \$186.11
G-Convention and Visitors Bureau	\$24,167.00
H-Job & Family, CSEA	\$5,158.36
H-Job & Family, Public Assistance	\$6,703.72
H-Job & Family, WIA	\$128.40; \$649.00
K-Engineer MVGT	\$982.32; \$52,359.58
M-Juvenile Court-Care & Custody	\$310.00
M-Juvenile Court Intake Coordinator	\$125.00
M-Juvenile Court Placement Services	\$5,314.20
M-Juvenile Court-Drug Court Donations	\$1,055.56
M-Juvenile Court Placement II	\$996.49
M-Juvenile Court-Title IV-E Reimb.	\$3,567.57
N-Capital Projects-Facilities	\$2,791.64
P-Oakview Admn Bldg.	\$302.55
S-Certificate of Title Adm Fund	781.35
S-Clerk of Courts Computer Fund	885.00
S-District Detention Home	\$2,965.07
S-Job & Family, Children Services	\$3,599.62; \$21,886.37
S-Juvenile Court Computer Fund	\$163.80
S-Juvenile Court Gen. Special Projects	\$1,250.00
S-Oakview Juvenile Residential Center	\$957.55
S-Probate Court Computer Fund	\$200.00
S-Senior Services	\$29,210.45
S-Sheriff CCW	\$749.90
S-Sheriff Commissary	\$712.82
U-Sheriff Reserve Account	\$251.95

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

GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0051-A001-A08.000 Travel & Expenses	\$ 5,000.00
E-0121-A006-B02.002 Recorder/Salaries-Emp	E-0051-A001-A02.002 Comms/Salaries-Emp	\$600.00

BCSSD/VARIOUS

FROM	TO	AMOUNT
E-3701-P003-P21.000 Materials	E-3701-P003-P19.012 Equipment	\$2,000.00
E-3702-P005-P17.002 Salaries	E-3702-P005-P19.012 Equipment	\$7,000.00
E-3704-P051-P01.002 Salaries	E-3704-P051-P15.000 Other Expenses	\$4,500.00
E-3705-P053-P05.000 Materials	E-3705-P053-P03.012 Equipment	\$600.00
E-3706-P055-P01.002 Salaries	E-3706-P055-P02.010 Supplies	\$100.00

S30 OAKVIEW JUVENILE REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S30-S67.004 Workers Comp	E-8010-S30-S51.002 Salaries	\$8,730.00

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

T10 WATER & SEWER GUARANTEE

DEPOSIT FUND TO BCSSD/VARIOUS

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3701-P003-P15.574 Transfers In	\$ 8.10
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$431.99
E-3711-T010-T04.074 Transfers Out	R-3704-P051-P08.574 Transfers In	\$ 55.55
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$278.48
E-3711-T010-T04.074 Transfers Out	R-3706-P055-P08.574 Transfers In	\$131.36

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING

THEN AND NOW CERTIFICATE/AUDITOR'S

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated July 2, 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:

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

IN THE MATTER OF GRANTING PERMISSION

FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITOR – Andrew Sutak, Pam Neff and Adam Quirk to travel to Cambridge, OH, on July 11, 2014 to attend Combined Northeast/Southeast Auditors’ Assoc. District Meeting concerning Board of Revision issues. A county car will be used. Estimated expenses: \$150.00.

Pam Neff, Marcy Castello, Larry Craig and Tara Rollison to travel to Dublin, OH, on Sept. 9, 2014 to attend The Ohio User Group Conference with Thomson Reuters. A county car will be used. Estimated expenses: \$300.00

COMMISSIONERS – Ginny Favede to travel to New Orleans, Louisiana on July 10-14, 2014 to attend the NACo Annual Conference and Exposition.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING AND AUTHORIZING COMMISSION

PRESIDENT TO SIGN QUOTE FROM DIGITAL DATA COMMUNICATIONS

FOR ONE DESKTOP COMPUTER FOR THE OAKVIEW ADMN. BLDG./RECORDS CENTER

Motion made by Mr. Thomas, seconded by Mrs. Favede to accept and authorize Commission President Matt Coffland to sign Quote No. 234 from Digital Data Communications in the amount of \$1,080.41 (excluding shipping) for one Lenovo Desktop Computer for the Oakview Administration Building/Records Center.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE PURCHASE AUTHORIZATION

FOR SIMPLEXGRINNELL TO RENEW THE QUARTERLY WET SPRINKLER TEST &

INSPECTION AND ANNUAL BACKFLOW TEST AGREEMENT/BELMONT COUNTY JAIL

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the Purchase Authorization for SimplexGrinnell to renew the Quarterly Wet Sprinkler Test & Inspection and Annual Backflow Test agreement for the Belmont County Jail in the amount of \$1,171.40, effective July 1, 2014 to June 30, 2015.

Upon roll call the vote was as follows:

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

July 2, 2014

**IN THE MATTER OF APPROVING AND SIGNING THE PROPOSAL
FROM N.F. MANSUETTO & SONS, INC./BELMONT CO. EMA MANAGEMENT BLDG.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the proposal from N. F. Mansuetto & Sons, Inc. in the amount of \$21,720.00 for the installation of a new shingle roof and seamless gutters and downspouts on the original Belmont County Emergency Management Building.

**N.F. MANSUETTO & SONS, INC.
ROOFING AND SHEET METAL CONTRACTORS
116 WOOD STREET
MARTINS FERRY, OHIO 43935
740-633-7320 FAX 740-633-7322
WV CONTRACTORS# 005321**

May 7, 2014

Jack Regis

Belmont County Facilities Manager

Belmont County Courthouse

101 West Main Street

St. Clairsville, OH 43950

Via Email: jregis@belcc.com

RE: Roof Replacement at Belmont County EMA

We propose to furnish all labor, materials, tools, equipment, and insurances (Worker's Compensation, liability, auto, personal injury and property damage) necessary to perform the following work:

Remove the existing roof down to the deck; remove loose membrane flashings; remove all debris from the roof and haul away to an approved landfill.

Install new synthetic roofing felt over the entire area including ice and water shield at gutter edges, rake edges and valleys.

Install new 30 year dimensional shingle. Color to be chosen by building owner from manufacturer's standard color char.

Install new flashings at all pipes, penetrations and walls as necessary.

Properly tie into existing metal roof.

Install new 6" seamless ALCOA style gutters and downspouts from standard colors on new shingle roof and existing metal roof (including one closed expansion on long back section of gutter on metal roof)

Perform all work in strict accordance with the manufacturer's printed specifications.

Perform only as much work every day as can be made watertight that day. Protect owner's property at all times. Protect workmen, pedestrians, and employees at all times using scaffolding, barricades, signs, etc. Comply with all State and Federal Safety Regulations.

For this work, we quote our lump sum price of **\$21,720.00.**

We assume the deck to be in good condition. Any major modifications made will be on a time and material basis after consulting with the building owner.

If you have any questions, please call us.

Sincerely,

N.F. Mansuetto & Sons, Inc.

George ? /s/

DATE APPROVED 7/2/14

Matt Coffland /s/

Ginny Favede /s/

Mark A. Thomas /s/

BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE AGREEMENT
BETWEEN BCDJFS AND CAC FOR THE FOOD ASSISTANCE EMPLOYMENT
& TRAINING-SHARE SERVICES**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the agreement between the Belmont County Department of Job & Family Services and the Community Action Commission of Belmont County effective June 15, 2014 through September 30, 2014 in an amount not to exceed \$150,000 for the Food Assistance Employment & Training-Share Services.

Note: This program will assist Supplemental Nutrition Assistance Program (SNAP) recipients in gaining employment skills and work experience. Funding is \$75,000 Federal funds and \$75,000 State funds.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services Contract

Whereas, this contract, entered into on this 2nd. day of **July, 2014**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Community Action Commission of Belmont County (hereinafter "Contractor"), is for the purchase of the performance of the following services: Food Assistance Employment & Training – Shared Services.

I PURPOSE

The purpose of this contract is to provide Employment and Training services to recipients of the Supplemental Nutrition Assistance Program (SNAP). The Purchaser has agreed to use the Food Assistance Employment & Training – Shared Services funds to provide the programs' services to eligible participants, to provide staff to operate the program and assist the participants in gaining employment skills and work experience with employers or at WEP sites.

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: The Community Action Commission of Belmont County
153 ½ West Main Street
St. Clairsville, OH 43950
740-695-0293

III CONTRACT PERIOD

This contract and its terms became effective on June 15, 2014. The termination date of this contract is September 30, 2014.

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.

Participants

A participant is an individual who has been determined to be eligible to participate in and who is receiving services under a program authorized by SNAP.

Work/WEP Experience

Work/WEP Experiences are designed to enable program participants to gain exposure to the working world and its requirements. For the purposes of this contract, Work/WEP Experience is placement in the private, for-profit sector; the non-profit sector; or the public sector at the state minimum wage for a maximum 120 hours.

Employability Skills

Employability Skills provide a participant with exposure to the world of work through a structured learning environment that teaches the fundamental employability skills, personal attributes, positive work habits, and knowledge needed to obtain and succeed in employment.

Workshops

Workshops will consist of Ohio Means Jobs registration and how to search for work using the Ohio Means Jobs site. Along with an intense focus on employability skills, budgeting skills, career exploration, and resume writing.

Mentoring

Upon completion of the workshop, participants will be mentored and monitored for job search at our Ohio Means Jobs office. The process will also employ the use of newly created mentoring WEP sites that are committed to providing on the job training that fits the customer's interests and skill set.

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

Contractor Responsibilities are detailed in Section IV.

B. Purchaser Responsibilities

1. Purchaser will ensure that all participants are eligible for services pursuant to SNAP and local policies, and determine which funds will pay for the services. Purchaser will notify the Contractor on completion of participants' eligibility.
2. Purchaser will provide readily available information that may be needed by Contractor to report program status to the State of Ohio.
3. 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.

Contractual Reviews

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to participants.

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on 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.

Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on 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.

The Purchaser and Contractor will determine the format of these reports.

Failure of Contractor to deliver all required performance reports 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-site and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Purchaser will provide Contractor with 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, participants, and other employees. 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 funds provided by the Ohio Department of Job and Family Services for the Food Assistance Employment and Training – Shared Services Program. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed \$150,000 comprised of \$75,000 Federal funds and \$75,000 State funds.

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.

IX DUPLICATE BILLING

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered to eligible individuals 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 conducted 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 and shall carry during its entire performance of this contract, and keep in full effect, Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement, and at Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

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 payment under this agreement. 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.

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.

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 and the Belmont County Board of Commissioners.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Purchaser.

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 and the Belmont County Board of County Commissioners against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees and the Belmont County Board of Commissioners.

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 COPYRIGHTS AND RIGHTS IN DATA

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, title I, Sec. 101, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Department and Agencies dated February 18, 1983, and Executive Order 12591.

XLI PROCUREMENT

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

SIGNATURES

<u>Vince Gianangeli /s/</u>	<u>7-2-14</u>
Vince Gianangeli, Director & CFO Belmont County Department of Job and Family Services	Date
<u>Matt Coffland /s/</u>	<u>7-2-14</u>
Matt Coffland Belmont County Commissioner	Date
<u>Ginny Favede /s/</u>	<u>7-2-14</u>
Ginny Favede Belmont County Commissioner	Date
<u>Mark A. Thomas /s/</u>	<u>7-2-14</u>
Mark A. Thomas Belmont County Commissioner	Date
<u>Gary Obloy /s/</u>	<u>6/26/2014</u>
Gary Obloy Community Action Commission of Belmont County	Date
<u>David K. Liberati /s/ Assistant</u>	<u>6-30-14</u>
Approved as to form: 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 ENTERING INTO AGREEMENT WITH STREET ENGINEERING & SURVEYING FOR GUARDRAIL REPLACEMENT PROJECT/ENGINEER

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter into agreement with Street Engineering & Surveying in an amount not to exceed \$17,000.00 for the construction inspection, administration and testing for the guardrail replacement project identified as BEL VAR GR Phase 3, PID 95229, based upon the recommendation of Fred Bennett, County Engineer.

Note: This project is 100% funded by the Federal Highway Administration (FHWA).

**BELMONT COUNTY
AGREEMENT NO. 18581**

This Agreement No. 18581 entered into this 2nd day of July, 2014, by and between Belmont County, acting by and through the Board of County Commissioners, hereinafter referred to as the County, and Street Engineering & Surveying, hereinafter referred to as the Consultant, with an office located at 67660 Warnock – St. Clairsville Road, St. Clairsville, Ohio 43950.

WITNESSETH:

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

CLAUSE I – WORK DESCRIPTION

The Consultant agrees to perform Construction Inspection and keeping of records and documents, Construction Administration and Testing as may be authorized by the County for the guardrail replacement project in Belmont County, identified as BEL VAR GR Phase 3 PID 95229.

CLAUSE II - INVOICE & PROJECT SCHEDULE

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

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

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III – PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

Part 1: Construction Inspection.

Rates of Pay Compensation as authorized for each Classification delineated below plus non-safety direct costs. The maximum prime compensation shall not exceed Seventeen Thousand Dollars (\$17,000.00). All costs shall be included in the maximum prime compensation.

Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
Street Engineering & Surveying	Manager	\$88.00	\$88.00
	Inspector	\$68.00	\$81.00

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

CLAUSE IV – INCORPORATION BY REFERENCE

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

- (a) The Department of Transportation’s “Specifications for Consulting Services, 2010 Edition”.
- (b) The Department of Transportation’s Locally Administered Transportation Projects Manual of Procedures, LPA Construction Administration Chapter and appendices.
- (c) The Invoice & Project Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V – GENERAL PROVISIONS

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

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

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

Street Engineering and Surveying

By: William Street /s/

Title: OWNER

BELMONT COUNTY

BOARD OF COMMISSIONERS

Matt Coffland /s/

Commissioner

Ginny Favede /s/

Commissioner

Mark A. Thomas /s/

Commissioner

APPROVED AS TO FORM:

By: David K. Liberati /s/

Title: Assistant Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING THE SUBORDINATION OF MORTGAGE AGREEMENT OF PROPERTY OWNED BY DANIEL T. SAKO/BELOMAR

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the subordination of mortgage agreement in the amount of \$44,300.00 in regard to property owned by Daniel T. Sako, based upon the recommendation of A.C. Wiethe, Belomar Regional Council.

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that in consideration that Huntington Bank, Inc. of 7575 Huntington Park Drive, Columbus, Ohio 43235 shall loan the sum of \$44,300.00 to Daniel T. Sako, Divorced, of 1126 Howard Street, Bridgeport, Ohio, Ohio, upon the security of a mortgage recorded in Official Record Volume _____, Pages _____, upon the following real property:

See Attached Exhibit A

The undersigned, Matt Coffland, Ginny Favede and Mark A. Thomas, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said Huntington Bank of 7575 Huntington Park Drive, Columbus, Ohio 43235, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of Mortgages thereon, dated December 11, 2007 and July 22, 2008 executed and delivered to the Belmont County Recorder, by said Daniel T. Sako, and recorded in Volume 134, at Pages 831-834, and Volume 164, at Pages 345-347, of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages Huntington Bank is now the owner and holder.

Matt Coffland, Ginny Favede and Mark A. Thomas, Belmont County Commissioners, have caused their names to be subscribed hereto this 2nd day of July, 2014.

By: Belmont County Commissioners:
Matt Coffland /s/
Matt Coffland
Ginny Favede /s/
Ginny Favede
Mark A. Thomas /s/
Mark A. Thomas

EXHIBIT A

Situated in the Village of Bridgeport, County of Belmont and State of Ohio, and known as and designated on the Plat of Minellen Addition to the Village of Bridgeport, Ohio, as those parts of Lots 37 and 38 which lie between Howard Street in said Addition and the southern boundary line of the lands conveyed to the Cleveland, Lorain and Wheeling Railway Company by Cecil A. Robinson and others, by deed dated November 14, 1903 and recorded in Volume 148, Page 249, Belmont County Plat Records. Said plat being recorded in Cabinet B, Slide 342, Record of Plats. **(Also known as Inlots 37 and 38)**

Auditor's Parcel Numbers: 22-00061.000 and 22-00062.000

The above-described real property is known for street numbering purposes as 1126 Howard Street, Bridgeport, Ohio 43912.

Being the same real property conveyed to Daniel T. Sako by Quitclaim Deed dated September 13, 2010, of record in Volume 241, Page 931 of the Official Records of Belmont County, Ohio. Also being the same real property conveyed to Daniel T. Sako and Jessica A. Sako by Warranty Deed dated December 11, 2007, of record in Volume 134, Page 155 of the Official Records of Belmont County, Ohio.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE REQUEST FROM THE BELMONT CO. TOURISM COUNCIL FOR ADDITIONAL MONIES FOR THE MORRISTOWN HISTORIC PRESERVATION BLACK HORSE INN

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the request from the Belmont County Tourism Council to forward an additional \$50,000.00 from the lodging tax receipts for the month of July to cover expenses for the Morristown Historic Preservation's Black Horse Inn building repairs.

Note: This is in addition to their monthly allotment for operating expenses

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR FOUR NEW VEHICLES FOR BELMONT CO. DJFS

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for four new vehicles, 3 SUV's and 1 sedan, for Belmont County Department of Job & Family Services, based upon the recommendation of Bob Roth, Maintenance Supervisor.

NOTICE TO BIDDERS

BELMONT COUNTY COMMISSIONERS' OFFICE ST. CLAIRSVILLE, OHIO 43950

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 9:45 A.M. (Local Time) July 23, 2014 for furnishing Three (3) – New 4-

Wheel Drive or All-Wheel Drive Vehicles and One (1) New Compact Sedan for Belmont Co. Dept. of Job & Family Services, then at said office publicly opened and read aloud.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. –OR–
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 10% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety:

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners
Of Belmont County, Ohio

Jayne Long /s/

Jayne Long, Clerk of the Board

Times Leader Advertisement: Two (2) Tuesdays: July 8, 2014 and July 15, 2014

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM - Patty Goletz of Barton requested that drainage issues be addressed in Barton. She said runoff comes off hill and runs into East Loretta area, not the creek. Mr. Coffland said in November 2011 the creek was cleaned from the bridge down to Pokey's. \$3,000 was spent on that stretch. \$7,500 was spent in Lansing/Barton area. \$100,000 was spent total on all creeks. He said if the Board can appropriate money next year maybe we can get back in those creeks. Mr. Coffland said we can ask ODNR and Army Corps of Engineer to look again. Patty Goletz said there used to be abutments from hill to creek but they are not working. Mr. Coffland said the creek clean-up was done two years ago. Commissioner Favede said Congressman Wilson and the Board met with the Army Corps of Engineers back then to see what could be done. The Army Corps of Engineers wasn't interested and told the Board what they could legally do. She said the Board can't do more than they are legally allowed. Mr. Thomas said we've had this conversation a lot over the years. We can only control what we own. Private property owners can build wherever they want to build and we can't control Mother Nature. He said what Ms. Goletz is asking is beyond the Board's jurisdiction. He said, "You raise the issue of going to the township trustees or the County Engineer, we are not their boss. The only thing we can promise is to invite the Army Corps of Engineers to a public meeting." Mr. Coffland said they will know what needs done. The problem is getting the Army Corps of Engineers to come down and allowing us to do what needs done and finding the money to do it.

Mike Bianconi said he hopes the whole check from Rice Energy goes toward reducing the county's debt. Mrs. Favede asked in lieu of taking care of the roads? Mike Bianconi said yes. He's been watching the sales tax and casino money coming in and knows the county is getting over \$1 million more this year. He asked the Board to give Mr. Bennett \$1 million dollars from the extra for the roads and bridges. Mr. Coffland said they are dealing with a lot of oil and gas companies that are paving the county roads. 12 ½ miles of roads were worked on last week. Mrs. Favede said \$10 million dollars is needed for paving the county roads, \$12 million dollars is needed for bridges and \$3 million dollars is needed for guardrails. Mr. Thomas said he met with Mr. Bennett last Friday and discussed with him a plan for the future. The issue is not just paving but yearly maintenance. Mr. Thomas said in his opinion the roads are in this condition due to no maintenance plan. He said he has no problem giving the Engineer funds to pave and maintain the roads if a plan is in place. He said we are here to work together as a team.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:30 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to enter executive session with Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the hiring 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 9:50 A.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to adjourn executive session at 9:50 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, THE FOLLOWING ACTION WAS TAKEN:

**IN THE MATTER OF APPROVING THE HIRING
OF NEIL A. LEIFFER AS A FULL-TIME
MAINTENANCE EMPLOYEE/BUILDINGS & GROUNDS**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the hiring of Neil A. Leiffer as a full-time maintenance employee for the Belmont County Buildings & Grounds Dept. at the rate of \$ 9.42 per hour beginning Monday, July 7, 2014, based upon the recommendation of Jack Regis, Belmont County Buildings and Grounds/Facilities Manager.

Note: This is to fill a vacancy due to a resignation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR A FULL TIME
HR GENERALIST FOR THE COMMISSIONERS' OFFICE**

Motion made by Mr. Thomas, seconded by Mr. Coffland to advertise for a full time HR Generalist for the Belmont County Commissioners office.

JOB OPENING – HUMAN RESOURCES GENERALIST

Employer: The Belmont County Board of Commissioners
101 West Main Street
St. Clairsville, OH 43950

Position: Full-time, unclassified, exempt. With benefits

Job Duties are as follows:

- * General personnel duties (i.e., application review, interviewing, establishing job descriptions, salary schedules, etc.)
- * Compliance with State and Federal regulations including monitoring of prevailing wage issues
- * Workers compensation administration- initial certification of claims, claim monitoring and resource for questions
- * Loss Control Coordinator – Coordinates safety programs including interdepartmental safety meetings and investigates potential loss claims. Monitors workers compensation claims including initial certification of claims and ongoing claim management, CORSA claims, inventory control

Job Requirements:

Minimum – four year degree in a related field and/or
Five years of Human Resources experience preferably in the public sector
Valid Driver's License

Compensation: Salary commensurate with experience

Please send resumes with a cover letter and list of references on or before July 18, 2014 to:

Jayne Long, Clerk
Belmont County Board of Commissioners
101 West Main Street
St. Clairsville, OH 43950

(No telephone calls please)

Belmont County is an equal Opportunity Employer

Times Leader ad-July 5, 6 and 11, 2014

Upon roll call the vote was as follows:

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

9:45 Rice Energy re: Announcement

Present were Larry Merry, Port Authority Director, Joselyn King, The Intelligencer and Robert DeFrank, Times Leader. Colin Peck of Rice Energy presented a check for \$496,072.50 to Larry Merry of the Port Authority for a lease signing bonus for the Eastern Ohio Regional Industrial Park property owned by the Port Authority. It is for the mineral rights of approximately 67 acres. Mr. Merry said he appreciates Rice's involvement in the community. \$250,000 will be earmarked for sewer to the Industrial Park. \$50,000 will go to paying back the money borrowed from the Board of Commissioners. The balance will allow the Port Authority to do other things at the Industrial Park. Mr. Merry said this extra money helps the Port Authority operate and bring employment to our area. Mr. Thomas said anytime one of our main economic development engines gets substantial money like this it means more jobs and infrastructure for the county.

Mrs. Favede said the recent gas well fire in Monroe County has people concerned and she wants to let people know what the county is doing in that aspect. She said starting in August or September, the Local Emergency Planning Committee (LEPC) is going to host monthly safety meetings with all companies fracking in Belmont County so we know what's going on, where the main activity is, and to have emergency plans in place.

OPEN PUBLIC FORUM continued - John Henthorne said he understands Mr. Bennett is an elected official; he doesn't know how the Board of Commissioners can't control the Engineer's Department. He said the Board has indirect control if they can deny the Engineer's request for additional funding. He said it takes all to work together for a solution to the road issues. Mr. Thomas said his point was that the Engineer's Department is funded entirely from different sources than the general fund. He knows of no other counties that give general fund money to County Engineer to run their operation. He said if we give Mr. Bennett money to pave the county roads, it is just the Commissioners' generosity in the interest of the taxpayers. He said if eighty-seven counties maintain county highways with MVGT, gas tax and levies, why is it not feasible here? By law, the Board of Commissioners is not in charge of the roads. Mr. Thomas said he would rather pay down debt, upgrade water and sewer or give money to local governments if any money is left over. Mr. Coffland said he thinks residents are confused because by law the Board of Commissioners approves all contracts and levies. People think we have control but we're just a pass-thru. Mr. Bennett negotiates and pays his contracts. He said all the Board is in charge of is additional money that is given to him. Mrs. Favede said it is a fact that the County Engineers' budgets are decreasing due to fuel efficiency statewide. Fleets of vehicles are going to natural gas. She said it is frustrating that the state hasn't addressed that issue and there is nothing in the state law to address that. She said she thinks the majority of the people understand that Mr. Bennett has his own funding, but they see the county getting millions of dollars and want the roads fixed. Mrs. Favede said additional levies have been discussed with Mr. Bennett, but he is not inclined to put any levies on because he does not think the taxpayers would vote for them. She said the issue of additional license tax was voted down by the Board last year based on the outpouring of residents who spoke against it.

Mr. John Morgan said he was still concerned about the proposed Energreen facility at the Eastern Ohio Industrial Park. He said has heard assurances from the Board of Commissioners and Larry Merry that it is not going to happen, but the assurances don't carry any weight. There are no state regulations that cover this type of facility. He was at the Port Authority meeting last week and they voted to put a decision off until July. Mr. Coffland said it was tabled to allow Energreen to come back and to be fair to them. He feels confident that there are enough Port Authority board members against this project. Mr. Merry said he didn't argue for the project. He said at the May meeting, the Port Authority Board told the company they had until September to give their presentation and he felt it was wrong to change the deadline without giving them advance notice. He said he told the company that the project is not going to happen, but that they had time to change their presentation. Mr. Merry said the meeting will be in July and then the Port Authority Board will make a formal decision. Mr. Morgan gave the Board of Commissioners a letter asking for a formal independent evaluation on the project.

Mr. Thomas noted at some point the Board needs to look at public comment coming after regular business is completed. He said he welcomes public comment. Everyone is welcome to comment but there needs to be a better procedure. Richard Hord suggested everyone only be allowed five minutes to speak at meetings. Mr. Thomas said he agrees and would like to have something to keep meeting more efficient.

Richard Hord asked if the Oakview building is being torn down. He read comments from the March 12, 2014 meeting where Mrs. Favede said she thinks it needs torn down due to its deterioration and the records need moved. Mr. Thomas said no decision has been made yet on Oakview and the Hab Center. The records are staying where they are for the time being. He said there are dozens of physical facilities issues, from the big issues of tearing down the old county home to building a new senior services building to smaller issues of maintenance. The exterior of the courthouse needs millions of dollars of work. Mrs. Favede said the existing records are in the Oakview building and there are summer students working on cleaning them up. She said records retention schedules for the departments need addressed to reduce the amount of records that don't need to be kept. Some records are required to be kept forever and some for a certain period of time. That period of time is what needs to be addressed. If we don't need to be keeping certain records, we need to be disposing of them properly which reduce the amount of records that we have. For now they are going to stay at Oakview. They are locked up there. They do need their own building someday, but there are other priorities such as maintaining the courthouse and the Prosecutor and Western Division Court need additional facilities. Mr. Thomas said he is meeting next week with Judge Eric Costine, Prosecutor Dan Fry and Public Defender Frank Pierce to discuss their needs which is another facilities issue. Mr. Coffland said everything we have discussed here has a price tag.

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:40 A.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to enter executive session with Mike Kinter, HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the hiring and compensation of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:45 A.M.**

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

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION, ACTION WILL BE TAKEN LATER. MEETING WILL BE LEFT OPEN.

**MEETING RECONVENED AT 2:45 P.M. PRESENT: COMMISSIONERS FAVEDE AND THOMAS.
ABSENT: COMMISSIONER COFFLAND.**

AS A RESULT OF EXECUTIVE SESSION HELD EARLIER, THE FOLLOWING ACTION WAS TAKEN:

**IN THE MATTER OF APPOINTING ASHLEY FERDA
AS THE TEMPORARY BELMONT COUNTY ASSISTANT DOG WARDEN**

Motion made by Mr. Thomas, seconded by Mrs. Favede to appoint Ashley Ferda as the temporary Belmont County Assistant Dog Warden beginning July 7, 2014, through December 31, 2014 at the rate of \$ 9.50 per hour based upon the recommendation of the Belmont County Animal Rescue League; Ms. Ferda will be eligible for a \$.50 per hour pay increase based upon the satisfactory completion of the 120 day probationary period. Ms. Ferda's appointment may be reviewed at the end of this term if the Board so chooses.

Upon roll call the vote was as follows:

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

DISCUSSION HELD RE: BELMONT CO. DOG WARDENS – Mr. Thomas noted for the record, we will merge the above motion with the one made June 25, 2014, appointing Lisa Williams as the Temporary Belmont Co. Dog Warden. In both motions the word "temporary" was used and also addressed that each appointment may be reviewed at the end of this year, if the board so chooses. Mr. Thomas said the Commissioners would like the record to reflect that this language, especially the 'reviewing at the end of the term at the end of this year' is simply based upon and in line with the current contract that the board has with BCARL, which expires December 31, 2014. It is the boards' intent to continue to work with BCARL to make potential changes to the contract to make it better for both agencies, ultimately it being a contract that will benefit all of the animals at the shelter. In that regard, the board wants to make clear that the words "temporary" in both appointments is only used in relation to the term of the current contract, but would continue beyond the current term and into 2015, and we would include language to that effect in the potential BCARL contract.

July 2, 2014

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:45 P.M.**

Motion made by Mr. Thomas, seconded by Mrs. Favede to adjourn the meeting at 2:45 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 9th day of July, 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